

# Resolution of the City of Jersey City, N.J.

City Clerk File No: Res. 15.001

Agenda No. 10.A

Approved: JAN 05 2015

TITLE:



## RESOLUTION AUTHORIZING APPROVAL OF THE CALENDAR YEAR 2015 TEMPORARY BUDGET

COUNCIL  
adoption of the following resolution:

offered and moved

WHEREAS, it will be necessary to award contracts, incur commitments and make payments during calendar year 2015 prior to the adoption of the municipal budget for calendar year 2015, and

WHEREAS, N.J.S.A. 40A:4-19 provides the authorization to make temporary appropriations prior to the adoption of the municipal budget, the total of which may not exceed 26.25% of the previous year's total budget, excluding debt service, capital improvements and public assistance, and

WHEREAS, the total amount of the temporary budget appropriations contained herein, amounting to \$ 173,618,843 which include appropriations of \$67,539,907 for debt service and \$106,078,935 for operating expenses, does not exceed 26.25% (\$118,037,711) of the previous year's total budgetary appropriations exclusive of the aforementioned exceptions.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the temporary budget totaling \$173,618,843 including \$67,539,907 for debt service, which may be fully appropriated without regard to any limitation, are hereby appropriated to provide for said purposes in the temporary budget for the 2015 calendar year, and

BE IT FURTHER RESOLVED that the amounts required by statute for the payment of the 2015 County and School taxes, which are not included as part of this temporary budget, shall be paid as and when due, and

BE IT FURTHER RESOLVED that the dedicated revenues, in accordance with N.J.S.A. 40A:4-39, for the period from the beginning of the 2015 calendar fiscal year until the date of budget adoption are hereby appropriated for the purposes to which said revenues are dedicated by the aforementioned statute, or other legal requirement.

TITLE: Number	Account Description		
01-201-20-100 S/W	ADMINISTRATORS OFFICE -	\$	482,178
01-201-20-100 O/E	ADMINISTRATORS OFFICE -	\$	21,141
01-201-20-101 S/W	MANAGEMENT AND BUDGET	\$	118,902
01-201-20-101 O/E	MANAGEMENT AND BUDGET	\$	62,370
01-201-20-102 S/W	DIV OF PURCHASING	\$	179,600
01-201-20-102 O/E	DIV OF PURCHASING	\$	26,568
01-201-20-103 S/W	REAL ESTATE	\$	46,997
01-201-20-103 O/E	REAL ESTATE	\$	3,402
01-201-20-106 S/W	COMMUNICATIONS	\$	128,533
01-201-20-106 O/E	COMMUNICATIONS	\$	810
01-201-20-107 S/W	UTILITY MANAGEMENT	\$	112,745
01-201-20-109 S/W	RISK MANAGEMENT	\$	64,621
01-201-20-109 O/E	RISK MANAGEMENT	\$	817
01-201-20-110 S/W	MAYORS OFFICE	\$	324,472
01-201-20-110 O/E	MAYORS OFFICE	\$	10,935
01-201-20-111 S/W	RESIDENT RESPONSE CENTER	\$	339,300
01-201-20-111 O/E	RESIDENT RESPONSE CENTER	\$	64,675
01-201-20-115 S/W	HUMAN RESOURCES DIRECTOR	\$	32,400
01-201-20-115 O/E	HUMAN RESOURCES DIRECTOR	\$	41,332
01-201-20-116 S/W	WORKFORCE MANAGEMENT	\$	47,250
01-201-20-116 O/E	WORKFORCE MANAGEMENT	\$	1,917
01-201-20-117 S/W	HEALTH BENEFITS	\$	18,900
01-201-20-117 O/E	HEALTH BENEFITS	\$	405
01-201-20-118 S/W	PENSION	\$	36,450
01-201-20-118 O/E	PENSION	\$	810
01-201-20-119 S/W	PAYROLL	\$	66,150
01-201-20-119 O/E	PAYROLL	\$	1,409
01-201-20-120 S/W	OFFICE OF THE CITY CLERK	\$	231,805
01-201-20-120 O/E	OFFICE OF THE CITY CLERK	\$	26,100
01-201-20-123 S/W	MUNICIPAL COUNCIL	\$	158,300
01-201-20-123 O/E	MUNICIPAL COUNCIL	\$	23,800
01-201-20-131 S/W	TREASURY & DEBT MGT	\$	76,547
01-201-20-131 O/E	TREASURY & DEBT MGT	\$	1,512

City Clerk File No. Res. 15.001

Agenda No. 10.A JAN 05 2015

TITLE:			
01-201-20-134 S/W	ACCOUNTS & CONTROL	\$	149,892
01-201-20-134 O/E	ACCOUNTS & CONTROL	\$	1,404
01-201-20-135	ANNUAL AUDIT	\$	299,000
01-201-20-140 S/W	INFO TECH	\$	257,176
01-201-20-140 O/E	INFO TECH	\$	297,270
01-201-20-145 S/W	COLLECTIONS	\$	241,860
01-201-20-145 O/E	COLLECTIONS	\$	53,649
01-201-20-150 S/W	OFFICE OF TAX ASSESSOR	\$	257,056
01-201-20-150 O/E	OFFICE OF TAX ASSESSOR	\$	64,171
01-201-20-155 S/W	LAW	\$	804,679
01-201-20-155 O/E	LAW	\$	217,674
01-201-20-165 S/W	ENG, ARCH, TRAFF & TRANS	\$	189,000
01-201-20-165 O/E	ENG, ARCH, TRAFF & TRANS	\$	455,373
01-201-20-170 S/W	HEDC DIRECTOR'S OFFICE	\$	120,917
01-201-20-170 O/E	HEDC DIRECTOR'S OFFICE	\$	6,629
01-201-21-175 O/E	HISTORIC DISTRICT	\$	300
01-201-21-180 S/W	CITY PLANNING	\$	225,555
01-201-21-180 O/E	CITY PLANNING	\$	2,835
01-201-21-181 O/E	PLANNING BOARD	\$	21,816
01-201-21-185 O/E	BOARD OF ADJUSTMENT	\$	18,495
01-201-21-186 S/W	ZONING	\$	88,180
01-201-21-186 O/E	ZONING	\$	3,240
01-201-22-171 S/W	ECON. DEVELOPMENT	\$	55,709
01-201-22-171 O/E	ECON. DEVELOPMENT	\$	1,755
01-201-22-195 S/W	CONSTRUCT. CODE OFFICIAL	\$	500,701
01-201-22-195 O/E	CONSTRUCT. CODE OFFICIAL	\$	21,408
01-201-22-196 S/W	TENANT/LANDLORD RELATION	\$	66,094
01-201-22-196 O/E	TENANT/LANDLORD RELATION	\$	5,076
01-201-22-197 S/W	COMMERCE	\$	155,035
01-201-22-197 O/E	COMMERCE	\$	4,978
01-201-22-198 S/W	HOUSING CODE ENF	\$	208,656
01-201-22-198 O/E	HOUSING CODE ENF	\$	12,150
01-201-23-210 S/W	INSUR.ALL-DEPTS.	\$	-
01-201-23-210 O/E	INSUR.ALL-DEPTS.	\$	1,620,000
01-201-23-220 S/W	EMPL GROUP HEALTH INS	\$	-

TITLE:		
01-201-23-220 O/E	EMPL GROUP HEALTH INS	\$ 25,000,000
01-201-23-221 S/W	HEALTH BENEFIT WAIVER	\$ -
01-201-23-221 O/E	HEALTH BENEFIT WAIVER	\$ 364,500
01-201-23-225 S/W	UNEMP COMP INS	\$ -
01-201-23-225 O/E	UNEMP COMP INS	\$ 135,000
01-201-25-271 S/W	PUBLIC SAFETY DIVISION OF COMMUNICATIONS & TECH	\$ 50,000
01-201-25-271 O/E	PUBLIC SAFETY DIVISION OF COMMUNICATIONS & TECH	\$ 150,000
01-201-25-272 S/W	PUBLIC SAFETY DIVISION OF PARKING ENFORCEMENT	\$ 250,000
01-201-25-272 O/E	PUBLIC SAFETY DIVISION OF PARKING ENFORCEMENT	\$ 75,000
01-201-25-240 S/W	POLICE	\$ 27,221,556
01-201-25-240 O/E	POLICE	\$ 921,489
01-201-25-265 S/W	FIRE	\$ 17,403,337
01-201-25-265 O/E	FIRE	\$ 391,554
01-201-25-266 S/W	UNIFORM FIRE SAFETY ACT-	\$ 67,500
01-201-25-267 O/E	O.S.H.A.-FIRE -O.E.	\$ 94,500
01-201-25-270 S/W	PUBLIC SAFETY DIRECTOR	\$ 281,361
01-201-25-270 O/E	PUBLIC SAFETY DIRECTOR	\$ 9,450
01-201-26-290 S/W	DPW DIRECTOR	\$ 247,451
01-201-26-290 O/E	DPW DIRECTOR	\$ 53,325
01-201-26-291 S/W	BLDG & STREET MAINT.	\$ 652,721
01-201-26-291 O/E	BLDG & STREET MAINT.	\$ 471,555
01-201-26-305 O/E	JC INCINERATOR AUTHORITY	\$ 9,342,000
01-201-26-315 S/W	AUTOMOTIVE SERVICES	\$ 308,618
01-201-26-315 O/E	AUTOMOTIVE SERVICES	\$ 828,765
01-201-27-330 S/W	HHS DIRECTORS OFFICE	\$ 200,910
01-201-27-330 O/E	HHS DIRECTORS OFFICE	\$ 36,050
01-201-27-331 S/W	DIVISION OF HEALTH	\$ 605,778
01-201-27-331 O/E	DIVISION OF HEALTH	\$ 175,943
01-201-27-333 S/W	CLINICAL SERVICES	\$ 83,707
01-201-27-333 O/E	CLINICAL SERVICES	\$ 21,226
01-201-27-334 O/E	AIDS EDUCATIONAL PILOT P	\$ 1,080
01-201-27-360 O/E	COMMUNITY DVLPMT	\$ 810
01-201-28-370 S/W	RECREATION	\$ 858,320

TITLE:			
01-201-28-370 O/E	RECREATION	\$	170,154
01-201-28-375 S/W	PARKS MAINTENANCE	\$	691,890
01-201-28-375 O/E	PARKS MAINTENANCE	\$	274,617
01-201-29-390 O/E	FREE PUBLIC LIBRARY	\$	2,180,250
01-201-30-410 O/E	MUNICIPAL PUBLICITY	\$	5,400
01-201-30-411 O/E	OTHER MUN ADS	\$	5,400
01-201-30-412 O/E	CELEB. PUB EVNTS	\$	94,500
01-201-30-413 O/E	PROF AFFILIATIONS	\$	5,670
01-201-30-418 O/E	ETHICAL STANDARDS BD	\$	5,400
01-201-31-430 O/E	ELECTRICITY	\$	877,500
01-201-31-431 O/E	MUN ST LIGHTING	\$	918,000
01-201-31-432 O/E	MUNICIPAL RENT	\$	734,400
01-201-31-433 O/E	OFFICE SERVICES	\$	590,895
01-201-31-434 O/E	GASOLINE - ALL DEPTS	\$	432,000
01-201-31-435 O/E	COMMUNICATIONS-ALL DEPTS	\$	411,480
01-201-35-470 O/E	CONTINGENT	\$	50,000
01-201-36-473 O/E	SOCIAL SECURITY SYSTEM -	\$	1,134,000
01-201-36-474 O/E	CONSOL POL & FIRE SYS NJ	\$	12,005
01-201-36-475 O/E	EMPL NON-CONTRIB PENSION	\$	243,000
01-201-36-476 O/E	PENSIONED EMPLOYEES - OE	\$	65,000
01-201-36-477 O/E	PYMT TO WIDOWS & DEPEND	\$	779
01-201-36-480	PERS-DCRP	\$	10,000
01-201-43-490 S/W	MUNICIPAL COURTS	\$	922,305
01-201-43-490 O/E	MUNICIPAL COURTS	\$	52,988
01-201-43-495 S/W	PUBLIC DEFENDER - PS	\$	15,525
01-201-43-495 O/E	PUBLIC DEFENDER - PS	\$	71,388
01-201-46-885 O/E	TAX OVERPAYMENTS	\$	600,000
01-201-46-886 O/E	TAX APPEALS INTEREST	\$	20,000
<b>TOTAL MUNICIPAL OPERATING</b>		<b>\$</b>	<b>106,078,935</b>

**TITLE:**

**MAXIMUM ALLOWABLE TEMPORARY  
BUDGET BASED ON 26.25% LIMITATION  
OF PRIOR YEAR BUDGET**

**\$ 118,037,711**

**DEBT SERVICE APPROPRIATIONS  
EXCLUDED FROM THE 26.25% LIMITATION  
MUNICIPAL DEBT SERVICE**

**CY2015 GENERAL, WATER & SCHOOL DEBT SERVICE BUDGET APPROPRIATIONS**

FCOA NO.	MUNICIPAL DEBT SERVICE APPROPRIATION	APPROPRIATION AMOUNT
01-201-45-900-607	Maturing Serial Bonds - General Qualified	\$ 8,778,000
01-201-45-901-607	Maturing Serial Bonds - General Refunding	\$ 19,530,000
01-201-45-902-607	Interest On Bonds - General Qualified	\$ 4,939,009
01-201-45-903-607	Interest On Bonds - General Refunding	\$ 8,966,237
01-201-45-904-607	Bond Anticipation Notes - Interest	\$ 592,822
01-201-45-928-607	Maturing Serial Bonds - General (Build America Bonds) - Principal	\$ 1,040,000
01-201-45-929-607	Maturing Serial Bonds - General (Build America Bonds)- Interest	\$ 5,981,447
01-201-45-906-607	Bond Anticipation Notes - Principal	\$ 4,516,195
01-201-45-916-607	Green Trust Loan (NJDEPA-Wayne St. Park)	\$ 9,021
	Police/Fire Pension Refunding Bonds - Principal	\$ 1,205,000
01-201-45-918-607	Fire Pension Refunding Bonds - Interest	\$ 936,284
01-201-45-919-607	Police Pension Refunding Bonds - Interest	\$ 1,275,785
01-201-45-920-607	Green Trust Loan (Apple Tree)	\$ 14,669
01-201-45-921-607	Green Trust Loan (Roberto Clemente Park)	\$ 17,661
01-201-45-922-607	Green Trust Loan (Sgt. Anthony Park)	\$ 9,017
01-201-45-923-607	Green Trust Loan (Marion Pavonia Pool)	\$ 26,428
01-201-45-924-607	Green Trust Loan (Multi Park Dev)	\$ 38,243

TITLE:

### RESOLUTION AUTHORIZING APPROVAL OF THE CALENDAR YEAR 2015 TEMPORARY BUDGET

01-201-45-925-607	Green Trust Program (Montgomery Gateway Development)	\$	3,110
01-201-45-926-607	Green Trust Loan - Berry Lane Park	\$	8,084
01-201-45-927-607	HCIA Pooled Loan	\$	405,712
TOTAL GENERAL DEBT SERVICE APPROPRIATION		\$	55,385,783

#### WATER DEBT SERVICE APPROPRIATION

01-201-45-909-607	Water Qualified Bonds - Principal payment	\$	340,000
01-201-45-910-607	Water Qualified Refunding Bonds - Principal payment	\$	2,195,000
01-201-45-913-607	Water Qualified Refunding Bonds - Interest payment	\$	929,032
01-201-45-914-607	Water Qualified Bonds - Interest payment	\$	29,538
TOTAL WATER DEBT SERVICE APPROPRIATION :		\$	3,493,569

#### SCHOOL DEBT SERVICE APPROPRIATION

01-201-48-940-607	Maturing Serial Bonds - School Qualified	\$	7,280,000
01-201-48-941-607	Interest on Bonds - School Qualified	\$	1,380,555
TOTAL - TYPE 1 DISTRICT SCHOOL DEBT		\$	8,660,555
Total Debt Service		\$	67,539,907
TOTAL TEMPORARY BUDGET		\$	173,618,843

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

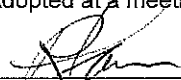
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.5.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 \_\_\_\_\_  
 Rolando R. Lavarro, Jr., President of Council

  
 \_\_\_\_\_  
 Robert Byrnes, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution****RESOLUTION AUTHORIZING APPROVAL OF THE CALENDAR YEAR 2015 TEMPORARY BUDGET****Initiator**

Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5042	JMETRO@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

This Resolution provides the authorization to make temporary appropriations prior to the adoption of the municipal budget.

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.002

Agenda No. 10.B

Approved: JAN 05 2015

TITLE:



## RESOLUTION ADOPTING THE CY 2015 CASH MANAGEMENT PLAN FOR THE CITY OF JERSEY CITY

**COUNCIL**  
adoption of the following resolution:

**offered and moved**

**WHEREAS**, N.J.S.A. 40A:5-14 requires municipalities to adopt a cash management plan and shall deposit, or invest, or both deposit and invest its funds pursuant to this plan; and,

**WHEREAS**, the purpose of the cash management plan is to assure the investment of local funds in interest bearing accounts and other permitted investments; and,

**WHEREAS**, the cash management plan shall set policies for selecting and evaluating investment instruments accordingly; and,

**WHEREAS**, the cash management plan shall include:

- (1) the designation of Public Depositories as defined in Section 1 of P.L. 1970, c.236 (C.17:9-41) and may permit deposits in such public depositories as permitted in section 4 of P.L. 1970, c.236 (C.17:9-44); and,
- (2) the designation of any fund that meets the requirements established pursuant to Section 8 of P.L. 1977, c.396 (c.40A:5-15.1) and the authorization for investments permitted pursuant to Section 8 of P.L. 1977, c.396 (C.40A:5-15.1); or,
- (3) any combination of the designations or authorizations permitted pursuant to this subsection; and,

**WHEREAS**, the cash management plan shall be approved annually by majority vote of the governing body and may be modified from time to time in order to reflect changes in Federal or State law or regulations, or in the designation of depositories, funds or investment instruments or the authorization for investments; and,

**WHEREAS**, the cash management plan shall require a monthly report to the governing body summarizing all investments made or redeemed since the last meeting. The report shall set forth each organization holding local unit funds, the amount of securities purchased or sold, class or type of securities purchased, book value, earned income, fees incurred, and market value of all investments of the report date and other information that may be required by the governing body; and,

**WHEREAS**, the cash management plan shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A:5-4; and,

**WHEREAS**, any official involved in the designation of depositories or in the authorization for investments as permitted pursuant to Section 8 of P.L. 1977, c.396 (C.40A:5-15.1), or the selection of an entity seeking to sell an investment to the City who has a material business or personal relationship with that organization shall disclose that relationship to the governing body and to the Local Finance Board and the Municipal Ethics

TITLE:

Board in writing; and,

**WHEREAS**, the registered principal of any security brokerage firm selling securities to the local unit shall be provided with, and sign an acknowledgment that the principal has seen and reviewed the City's cash management plan, except that with respect to the sale of a government money market mutual fund, the registered principal need only be provided with and sign an acknowledgment that the government money market mutual fund whose securities are being sold to the City meet the criteria of a government money market mutual fund as set forth in Paragraph (1) of Subsection c. of Section 8 of P.L. 1977, c.396 (C.40A:5-15.11); and,

**WHEREAS**, the Chief Financial Officer shall be charged with administering the cash management plan; and,

**WHEREAS**, the Chief Financial Officer charged with the custody of moneys shall deposit or invest them as designed or authorized by the cash management plan and shall thereafter be relieved of any liability for loss of such moneys due to the insolvency or closing of any depository designated by, or the decrease in value of any investment authorized by the cash management plan; and,

**WHEREAS**, the Chief Financial Officer has submitted for the Council's approval a proposed cash management plan with the approval of the Mayor and Business Administrator; and,

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The cash management plan proposed by the Chief Financial Officer with the approval of the Mayor and Business Administrator is adopted as the cash management plan of the City of Jersey City; and,
2. All officers of the City of Jersey City with custody of public funds are directed pursuant to N.J.S.A. 40A:5-14 to deposit and or invest those funds in accordance with the adopted cash management plan.

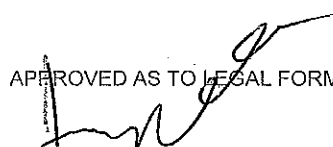
APPROVED: \_\_\_\_\_


APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required ☐Not Required ☐

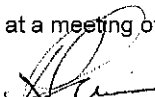
APPROVED 8-0

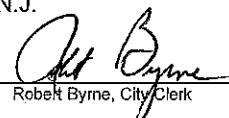
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.5.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


  
 Rolando R. Lavarro, Jr., President of Council


  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION ADOPTING THE CY 2015 CASH MANAGEMENT PLAN FOR  
THE CITY OF JERSEY CITY**

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauzer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The City is required as per the Fiscal Affairs Law to adopt a Cash Management Plan annually. This plan includes the designation of public depositories, sets the policies for the City's investments and designates the CFO as the administrator of the plan.

I certify that all the facts presented herein are accurate.

Donna Mauzer  
Signature of Department Director

12/29/14  
Date

## **CITY OF JERSEY CITY CASH MANAGEMENT POLICY**

Pursuant to N.J.S.A. 40A:5-14, the City of Jersey City's Cash Management Policy or Philosophy for selecting and evaluating investment instruments shall:

- 1) Consider preservation of capital, by ensuring that the principal invested is safe and secure.
- 2) Consider liquidity, by ensuring that the security can readily be converted to cash.
- 3) Consider current and historical investment returns, by comparing and examining such returns.
- 4) Consider diversification, by spreading investment principal among a number of investment instruments.
- 5) Consider maturity requirements, by timing the maturity of the investment to match the need for cash.
- 6) Consider costs and fees, by analyzing the expenses associated with buying, storing and redeeming investment instruments.
- 7) Be based on a cash flow analysis prepared by the Chief Financial Officer and be commensurate with the nature and size of the funds held by the City of Jersey City.
- 8) Be made on a competitive basis insofar as practicable.

Pursuant to N.J.S.A. 40A:5-15.1, the City of Jersey City may use moneys which may be in hand for the purchase of the following types of securities which, if suitable for registry, may be registered in the name of the City of Jersey City.

- 1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America (Treasury Bills, Notes and Bonds).
- 2) Government money market mutual funds.
- 3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an Act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor.
- 4) Bonds or other obligations of the local unit or bonds or other obligations of school

districts of which the local unit is a part or within which the school district is located.

5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by local units.

6) Local government investment pools.

7) Deposits with the State of New Jersey Cash Management Fund.

8) Agreements for the repurchase of fully collateralized securities, if:

- a.) the underlying securities are permitted investments pursuant to N.J.S.A. 40A:5-15.1;
- b.) the custody of collateral is transferred to a third party;
- c.) the maturity of the agreement is not more than 30 days;
- d.) the underlying securities are purchased through banks approved by the Department of Banking and Insurance under the Government Unit Depository Protection Act (GUDPA);
- e.) a master repurchase agreement providing for the custody and security of collateral is executed.

Also pursuant to N.J.S.A. 40A:5-15.1, the City of Jersey City will also abide by the following investment guidelines:

1) Any investment instruments in which the security is not physically held by the local unit shall be covered by a third party custodial agreement which shall provide for the designation of such investments in the name of the local unit and prevent unauthorized use of such investments.

2) Purchase of investment securities shall be executed by the "delivery versus payment" method to ensure that securities are either received by the local unit or a third party custodian prior to or upon the release of the local unit's funds.

3) Any investments not purchased and redeemed directly from the issuer, government money market mutual fund, local government investment pool, or the State of New Jersey Cash Management Fund, shall be purchased and redeemed through the use of a national or State bank located within this State or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967, c.93 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

4) When the City's Cash Management Plan permits investments for more than one (1) year, the investment must approximate the prospective use of the funds. This primarily relates to U.S. Securities and local bond issue purchase.

With the above Cash Management Policy in mind, the City's Cash Management Plan is indicated by the following designations of approved depositories and investment instruments.

As per the Cash Management Plan of the City of Jersey City, the City hereby designates the following entities as GUDPA approved depository banks:

- Banco Popular
- Bank of America, N.A.
- Bank of New Jersey
- Bank of New York Mellon
- BCB Community Bank
- Capital One Bank
- City National Bank of New Jersey
- CONNECTONE Bank
- Dean Witter Trustee/ State of New Jersey Cash Management Plan
- Hudson City Savings Bank
- Indus American Bank
- Investors Bank
- JP Morgan Chase
- MBIA Class/Cutwater Asset Management
- Oritani Bank
- PNC Bank, National Association
- Provident Savings Bank
- Santander Bank
- TD Bank NA
- Valley National Bank
- Wells Fargo Bank, NA

**NOTE:** All of the investment instruments permitted by N.J.S.A. 40A:5-15.1 can be purchased through the City's (GUDPA) banks with the possible exception of Government Money Market Funds, which would require broker/dealers. Since the process of selecting such services is a tedious one, when the City attempts to purchase such instruments, the pool of selected broker/dealers will be presented to the Municipal Council.

**The approved investment instruments selected by the City of Jersey City are:**

- 1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America (Treasury Bills, Notes and Bonds).
- 2) Government money market funds.
- 3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an Act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependable on any index or other external factor.
- 4) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which The local unit is a part of within which the school district is located.
- 5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Department of Treasury, Division of Investment.
- 6) Local government investment pools, such as New Jersey Class, and the New Jersey Arbitrage Rebate Management Program.
- 7) Deposits with the State of New Jersey Cash Management Fund.
- 8) Repurchase agreements of fully collateralized securities, if:
  - a) The underlying securities are permitted investments pursuant to N.J.S.A. 40A:5-15.1;
  - b) The custody of the collateral is transferred to a third party;
  - c) The maturity of the agreement is not more than 30 days;
  - d) The underlying securities are purchased through banks approved by the Department of Banking and Insurance under the Government Unit Depository Projection Act (GUDPA).
  - e) A master repurchase agreement providing for the custody and security of the collateral is executed.

**The approved designation of any Government Money Market Funds are:**

**NOTE:** The purchase of Government Money Market Funds requires the use of broker/dealers. Since the process of selecting such services is a tedious one, when the City attempts to purchase such instruments, the pool selected instruments and broker/dealers will be presented to the Municipal Council.

**The City's Cash Management Plan is further guided by the following principles of investment and risk:**

- Although many factors will contribute to the City's policy for selecting and evaluating investment instruments, the City recognizes that the security of such interest comes first, followed by liquidity, and then yield.
- Funds shall be managed to meet the City's cash flow needs; namely asset maturity decisions will be guided by cash flow factors.
- Careful attention to investment fee structure must be paid: for example, the fees for getting in and out of investments will be considered. Additionally, when investing in government money market funds, load fees (fees up front) and no-load fees (fee is covered as part of the yield) must be distinguished.
- The City will acknowledge the notion that "past performance is not a guarantee of future results" when gauging the potential success of its investments. Namely, since government money market funds are required to be rated, the City will study such ratings. The City will assess the performance of such funds, paying strict attention to their historical expenses, and the experience of their managers.
- The City will use the New Jersey Cash Management Fund as a benchmark for comparing the performance of government money market funds and Local Government Investment Pools. Since the New Jersey Cash Management Fund has a wider variety of investments available to it than government money market funds and Local Government Investment Pools, it can be used as a reliable indicator of market performance.
- If solicited by financial advisors to assist the City in its investment decisions, the City shall (a) be prudent in taking their advice; (b) consider what they are selling; (c) establish how they will profit from the investment; (d) ascertain exactly what their fees are; (e) be aware of "churning" (generation of excess fees by moving from investment to investment).
- The City will completely understand all financial products purchased, namely, how the



product is priced, the effect or interest rate changes on the value of the product and the liquidity of the product.

- The City will consult with Corporation Counsel whenever there is a question regarding the legal status of an investment instrument.
- The City will purchase certificate of deposits or repurchase agreements from broker/dealers (including bank related ones) since they are not permitted depositories of funds.
- If necessary, the City will consult with GFOA publications on investment practices and with the Bureau of Securities when it comes to ensuring that investment advisors, or broker/dealers and agents of broker/dealers are registered.

**General Cash Management Principles that the City's Cash Management Plan shall adhere to are:**

- All moneys turned over to the Treasurer shall be deposited within forty-eight (48) hours in accordance with N.J.S.A. 40A:5-15.
- The Treasurer, with the approval of the Chief Financial Officer, shall minimize the possibility of idle cash accumulating in accounts by assuring that all amounts in excess of negotiated compensating balances (if applicable) are kept in interest bearing accounts or promptly swept into the investment portfolio.
- Cash may be withdrawn from investment pools under the discretion of the Chief Financial Officer to fund operations, and/or meet cash flow needs.
- The method of calculating banking fees and compensating balances (if applicable) shall be documented to the Governing Body at least annually.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.003  
Agenda No. 10.C  
Approved: JAN 05 2015  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO JERSEY CITY BIKESHARE LLC TO CONSTRUCT, MAINTAIN, AND OPERATE A REGIONAL BIKE SHARING SYSTEM IN JERSEY CITY**

Council  
following resolution:

Offered and moved adoption of the

**WHEREAS**, the City of Jersey City (Jersey City) desires to implement a self-sustaining, on-demand regional bike sharing system that will service also be accessible in New York City; and

**WHEREAS**, Resolution 13.869, approved on December 18, 2013, authorized Jersey City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 *et seq.*, to award a concession contract to construct, maintain, and operate a regional bike sharing system that will include advertising space at various bike sharing system locations; and

**WHEREAS**, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Unit Pay-To-Play Law, N.J.S.A 19:44A-20.4 *et seq.*; and

**WHEREAS**, the contractor will be constructing and operating the bike sharing system at no cost to Jersey City and Jersey City will receive a percentage of the contractor's profit after all, necessary and approved capital expenditures of the contractor have been recouped; and

**WHEREAS**, Jersey City publicly advertised for bids and received one proposal from Jersey City Bikeshare, LLC; and

**WHEREAS**, a review committee appointed by Jersey City's Business Administrator pursuant to N.1.A.C. 5:34-4.3 reviewed the proposals and prepared a report attached hereto recommending that the contract be awarded to Jersey City Bikeshare, LLC; and

**WHEREAS**, because the bike sharing system will be constructed, maintained, and operated by Jersey City Bikeshare, LLC at no cost to Jersey City, a certification of funding pursuant to N.J.S.A 40A:4-57 is not required for this resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:11-4.1 *et seq.*, a concession contract to construct, maintain, and operate a regional bike sharing system with advertising space at various locations in Jersey City is awarded to Jersey City Bikeshare, LLC;
2. The concession contract is awarded at no cost to Jersey City for a term of five (5) years commencing on the date the attached contract is signed by City Officials;
3. Jersey City Bikeshare, LLC shall pay Jersey City a concession fee which shall be based on a percentage of the revenues earned through the bike share program over a calendar year as defined in the attached contract;
4. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement in substantially the form of that attached;
5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of this award;

City Clerk File No. Res. 15.003Agenda No. 10.C JAN 05 2015

TITLE:

6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

7. The award of this contract shall be subject to the condition that Jersey City Bikeshare, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to Law against Discrimination, N.J.S.A. 10:5-31 et seq.

JMcK  
12-30-2014

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.5.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



City of Jersey City, NJ  
Department of Administration  
Bikeshare Program Proposals

Presented to Municipal Council - January 5, 2015

### **Executive Summary**

On December 12, 2014 the City received one (1) proposal in response to its Request for Proposals for Bikeshare Program issued on November 22nd, 2014:

- Jersey City Bikeshare LLC (aka. Alta Bicycle Share)

The evaluation committee rankings of the proposals appear below:

<b>Evaluator</b>	<b>Jersey City Bikeshare LLC</b>
Bauer	<b>1</b>
Sommer	<b>1</b>
Hsu	<b>1</b>

The proposals were evaluated according to criteria established by the Mayor's Office and the Department of Administration.

The proposal submitted by Jersey City Bikeshare LLC was ranked highest by the greatest number of evaluators.

In accordance with the statutes for competitive contracting (N.J.S.A 40A:11 - 4.1 *et seq*), it is recommended that a contract be awarded to Jersey City Bikeshare LLC to administer a bikeshare program for the City.

The bikeshare program will be provided at zero (\$0) upfront cost to the City.

The term of this contract will be for five (5) years.

### **Introduction**

The City has solicited proposals from qualified contractors or teams (Contractor) to implement, operate, maintain and publicize a highly successful and financially self-sustaining on-demand regional bicycle sharing system in Jersey City and New York City to be launched in the summer of 2015.

### **Competitive Contracting**

Competitive contracting evaluates Respondent proposals on three broad categories, which may be further broken down to request more specific information for the purposes of evaluation. Examples include but are not limited to:

#### **Technical criteria:**

- Does the proposal demonstrate a clear understanding of the scope of work?
- Is the vendor's proposal complete and responsive to the specific RFP requirements?

**Management criteria:**

- Does the vendor document a record of reliability and on-budget implementation?
- Does the vendor demonstrate a track record of service?
- Does the vendor document industry or program experience?
- Documentation of experience in performing similar work?
- Does the vendor make use of or support initiatives that involve MWBEs?

**Cost criteria:**

- How does the cost compare to other similarly scored proposals?
- Is the price and its component charges, fees, etc. adequately explained or documented?

City issued its RFP on November 22nd, 2014.

On December 12th, 2014, the City received one (1) proposal and the evaluation process was started.

The evaluation process consisted of reviewing the vendor's written proposal.

**Evaluation Criteria**

As indicated above, competitive contracting was used in order to produce a procurement process which would provide the City with the services required at an acceptable cost. The evaluation criteria (as excerpted from the RFP) consisted of the following:

A. Qualifications/Experience	10	Should demonstrate relevant experience with bike share systems and include staffing plan
B. Technical Criteria		
1. Planning	6	Ability to provide quality concept plan
2. Maintenance	6	Plan for maintaining stations/bikes
3. Fleet Redistribution	6	Ensuring adequate number of bikes at stations
4. Computer System & Operations	5	Functionality of station interface & main computer system.
5. Bicycles	5	Quality and type of bikes provided
6. Promotion/Marketing	4	Ability to promote system to public
7. Equity	3	Quality of strategies to accommodate economically disadvantaged
8. Ability to Provide Bike Rental Stations Throughout the City of New York	5	Ability for people to rent bicycles through the same payment system in both the City of New York and the City of Jersey City.
9. Customer Service	3	Quality of customer service/staffing
10. Website & Mobile Apps	3	Functionality for City and public users
11. Database	3	Record keeping management system
12. Legal	3	Indemnification, insurance, etc
13. Membership Options	2	Payment plan options for public
14. Street Test	1	System testing before program launch
C. Management Criteria (50		

Points)		
1. Financial Capability/Sponsorship	20	Ability to secure project financing
2. Levels of Investment/System Value	15	Ability to financially sustain system
3. Pricing Structure	4	System pricing for public usage
4. System Flexibility	4	Ability of the system to adapt to changing dynamics
5. System Expandability	4	Ability of the system to expand within the Municipalities and into additional jurisdictions. Should provide a plan for future expansion based on demographic analysis, trip generators, existing public transit, and topographic analysis.
6. Profit to City	3	Percentage of profit to be shared with the Municipalities
7. Hours of Operation	5	Convenience of times for public access to bicycles.
D. Implementation Schedule	10	Provide implementation plan and ability to expedite schedule

### **Evaluation Committee**

The evaluation committee consisted of three (3) senior employees:

- Domenick Bauer, Mayor's Office
- Bob Sommer, Communications Director
- Naomi Hsu, Transportation Planner

Appendix B contains each committee member's Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.

### **Evaluation results**

The total scores (out of 130) and rank by each committee member appear below:

Evaluator	Jersey City Bikeshare LLC
Bauer	105
Hsu	114
Sommer	104

The proposal submitted by Jersey City Bikeshare LLC was ranked highest by a majority of the evaluation committee members.

The detailed evaluation spreadsheets prepared by each reviewer appear in Appendix C.

## **Appendix A: Technical Requirements**

### **Bicycle Minimum Requirements**

- Minimum of 350 bikes in Jersey City
- Bicycles must be equipped with secure bike locks and appropriate safety instrumentation, such as lights, reflective strips, bells, etc.
- In order to reduce theft and vandalism, bicycles should utilize parts that are not interchangeable with regular, commercially available bikes.
- Bicycles shall have baskets or compartments for carrying typical items, such as laptop bags or groceries.
- Bicycles must be equipped with kickstands and easily adjustable saddles to accommodate users with a range of heights.
- Bicycles must be weather-proof, belt driven as an option, provide puncture-resistant tires, and have an aluminum frame or other corrosion/rust-resistant material, rustproof chains, chain-guards, mudguards, rust resistance for other components, etc.
- Space to incorporate advertising is preferred.
- Bicycles must be a 26" wheel base hybrid.

### **Station Minimum Requirements**

- Stations must be part of a network that implements a uniform system of automated payment, whereby users may rent publically available bicycles from automation stations, and return them to any other automated docking station throughout the City of New York and the City of Jersey City.
- All stations will be sited by mutual agreement between the Contractor and the City. Additional approvals may be required for stations sited on non-municipal property (e.g. any stations and/or impact on County roads would need to be reviewed by the Hudson County Engineering Department and Planning Division.)
- Bicycle station components must be theft, tamper and graffiti resistant.
- The stations must have the capacity for lighting to be added as needed to impede vandalism and facilitate nighttime use.
- All station infrastructures must be modular and moveable, requiring no excavation or trenching.
- Solar powered station terminals are preferred.
- The City is flood-prone, so stations must be outfitted with weather-proofing, including corrosion-resistant components and other allowances for high humidity and occasional heavy rains and flooding.
- Each station must provide a lighted map or signage showing locations of other stations. Space should be provided at stations for advertising.
- The station user interface must provide the capability for walk-up users to register.



### **System Minimum Requirements**

- The system must be flexible and accessible enough for modifications to pricing, time limitations, and location information to be made easily.
- The system must provide a smartphone app (iOS, Android) to guide users to nearby stations or nearby vacant docks, to notify users of their time limitations, and communicate with the operator about maintenance issues, etc.
- All registration methods must require potential users with the capability to sign liability waivers.
- System must include a method for collection of data such as, number of times each bicycle is used, average trip duration, etc. Data will not be proprietary and will be provide to the Municipalities for analysis and use, and they will reserve the right to make the data publicly available.

### **Advertising/Sponsorship/Partnerships**

Qualified vendors should have demonstrated experience in brokering sponsorships and partnerships for outdoor advertising for bike sharing systems. Additionally, Offerors should provide the City a plan for generating revenue that may include outdoor advertising, electronic advertising, station sponsorships, system-wide sponsorships, event sponsorships, and other partnerships.

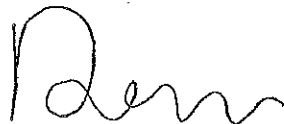
## Appendix B: Certifications of Non-Conflict of Interest

**City of Jersey City  
Certification of No Conflict of Interest  
Competitive Contracting Evaluation:**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

\_\_\_\_\_  
Domenick Bauer

Print Name

\_\_\_\_\_  


Signature

\_\_\_\_\_  
12/31/2014

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City  
Certification of No Conflict of Interest  
Competitive Contracting Evaluation:**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Naomi Hsu

Print Name

Naomi Hsu

12/15/14

Signature

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on

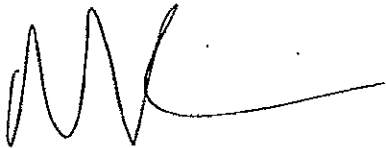


City of Jersey City  
Certification of No Conflict of Interest  
Competitive Contracting Evaluation:

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Robert Sommer

Print Name



Signature

12/15/14

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 *et seq* and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

## Appendix C: Evaluator Spreadsheets

### Bikeshare Proposal Evaluation Matrix

Domenick Bauer

Proposal: Jersey City Bikeshare LLC

Item	Max Points	Score
A. Qualifications/Experience	10	8
B. Technical Criteria		
1. Planning	6	5
2. Maintenance	6	5
3. Fleet Redistribution	6	4
4. Computer System and Operations	5	5
5. Bicycles	5	4
6. Promotion Marketing	4	4
7. Equity	3	1
8. Ability to Provide Rental Stations Throughout New York	5	5
9. Customer Service	3	3
10. Website and Mbole Apps	3	3
11. Database	3	3
12. Legal	3	2
13. Membership	2	2
14. Street Test	1	1
C. Management Criteria ( 50 Points)		
1. Financial Capability Sponsorship	20	15
2. Levels of Investment/System Values	15	12
3. Pricing Structure	4	3
4. System Flexibility	4	2
5. System Expandability	4	4
6. Profit to City	3	1
7. Hours of Operation	5	5
D. Implementation Schedule	10	8
<b>TOTAL</b>	<b>130</b>	<b>105</b>

**Bikeshare Proposal Evaluation Matrix****Naomi Hsu****Proposal: Jersey City Bikeshare LLC**

Item	Max Points	Score
A. Qualifications/Experience	10	9
B. Technical Criteria		
1. Planning	6	6
2. Maintenance	6	5
3. Fleet Redistribution	6	5
4. Computer System and Operations	5	5
5. Bicycles	5	5
6. Promotion Marketing	4	4
7. Equity	3	1
8. Ability to Provide Rental Stations Throughout New York	5	5
9. Customer Service	3	3
10. Website and Mobile Apps	3	3
11. Database	3	3
12. Legal	3	3
13. Membership	2	1
14. Street Test	1	1
C. Management Criteria ( 50 Points)		
1. Financial Capability Sponsorship	20	15
2. Levels of Investment/System Values	15	12
3. Pricing Structure	4	3
4. System Flexibility	4	3
5. System Expandability	4	4
6. Profit to City	3	3
7. Hours of Operation	5	5
D. Implementation Schedule	10	10
<b>TOTAL</b>	<b>130</b>	<b>114</b>

**Bikeshare Proposal Evaluation Matrix****Bob Sommer****Proposal: Jersey City Bikeshare LLC**

Item	Max Points	Score
A. Qualifications/Experience	10	9
B. Technical Criteria		
1. Planning	6	5
2. Maintenance	6	4
3. Fleet Redistribution	6	4
4. Computer System and Operations	5	4
5. Bicycles	5	5
6. Promotion Marketing	4	2
7. Equity	3	1
8. Ability to Provide Rental Stations Throughout New York	5	5
9. Customer Service	3	2
10. Website and Mobile Apps	3	2
11. Database	3	2
12. Legal	3	3
13. Membership	2	2
14. Street Test	1	1
C. Management Criteria ( 50 Points)		
1. Financial Capability Sponsorship	20	15
2. Levels of Investment/System Values	15	11
3. Pricing Structure	4	4
4. System Flexibility	4	4
5. System Expandability	4	3
6. Profit to City	3	1
7. Hours of Operation	5	5
D. Implementation Schedule	10	10
<b>TOTAL</b>	<b>130</b>	<b>104</b>



UPDATED DRAFT 1/2/15

**AGREEMENT:  
JERSEY CITY PROGRAM  
DELIVERY AND OPERATIONS AGREEMENT**

The terms set forth below represent the terms and conditions of a bike share program agreement.

By and Between

**City of Jersey City**

and

**Jersey City Bikeshare LLC**

**R**

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## **SCHEDULES**

- SCHEDULE A EQUIPMENT SPECIFICATIONS
- SCHEDULE B SITE PLANNING SCOPE OF WORK
- SCHEDULE C SYSTEM STARTUP SCOPE OF WORK
- SCHEDULE D STATION INSTALLATION AND RELOCATION
- SCHEDULE E TIMELINE
- SCHEDULE F SERVICE LEVELS
- SCHEDULE G JC REQUEST FOR PROPOSAL AND RESPONSE OF BIKESHARE
- SCHEDULE H REPORTING REQUIREMENTS
- SCHEDULE I CITY PERMIT

**JERSEY CITY BIKE SHARE  
PROGRAM DELIVERY AND OPERATIONS AGREEMENT**

This Agreement is made on and is effective as of XXX, 2015

**BY AND BETWEEN:**

**City of Jersey City**, a State of New Jersey municipality having its principal address at 280 Grove Street, Jersey City, New Jersey 07302.

("JC")

**AND:**

**JERSEY CITY BIKESHARE LLC** incorporated under the laws of Delaware, on December 10, 2014 and having its principal address at 60 Columbus Circle, New York, NY 10023

("Bikeshare")

**SECTION 1**

**DEFINED TERMS**

In this Agreement, the following terms have the following meanings:

1.1. "Advertising" means any printed matter, including, but not limited to, words, pictures, photographs, symbols, graphics or visual images (both still and moving) of any kind or combination, promoting or soliciting the sale or the use of a product or service or providing other forms of textual or visual images, messages or information, but in no event will it include any safety messaging or other similar information that is required to be posted on any Equipment by any Laws or Regulations or by this Agreement. For the avoidance of doubt, nothing contained in the preceding sentence shall be deemed to restrict Advertising or Sponsorships on Equipment.

1.2. "Affiliate" means, in relation to any Person (in this definition the "Entity"):

- (i) all Persons that directly or indirectly Control or are Controlled by the Entity, and

- (ii) all Persons that are directly or indirectly Controlled by any Person that directly or indirectly Controls the Entity.

1.3. "Agreement" means this Agreement including all Schedules as amended from time to time.

1.4. "Bikeshare" means Jersey City Bikeshare LLC., a for-profit corporation incorporated pursuant to the laws of the State of Delaware, USA.

1.5. "Bikeshare's Rep" has the meaning set forth in Schedule H [*Reporting Requirements*], subsection H.3 (a).

1.6. "Bicycle" or "Bike" means a device described as such in Schedule A [*Equipment Specifications*].

1.7. "Business Day" means any day that is not a Saturday, Sunday or "holiday" as defined in the list of federal holidays found at [usa.gov](http://usa.gov).

1.8. "Business Hours" mean 9:00 a.m. to 5:00 p.m. on any Business Day.

1.9. "Call Center" refers to an entity that will answer Program user or general public calls.

1.10. "City" means the City of Jersey City, a municipal corporation in the State of New Jersey, or any of the other municipal jurisdictions in the Program Area within which the Program is operated or expanded.

1.11. "City Sites" means the Sites located on City streets, public-right of way or other public property owned or controlled by any City within which the Program is operated, all as more specifically described in the "City Permit".

1.12. "City Permit" means the program permit that will authorize permission to install, maintain and operate a bike-share program in public places in the City of Jersey City as defined in the permit, attached as Schedule I [*City Permit*].

1.13. "Contract Year" means (i) the period commencing with the Go Live Date and running through and including December 31 of the calendar year in which the Go Live Date falls, (ii) each subsequent full calendar year falling within the Term will be a Contract Year, and (iii) the final Contract Year will be the period commencing January 1 of the calendar year in which the final day of the Term falls and ending on the final day of the Term.

1.14. "Control", "Controlled" or "Controlling Interest" in a Person, means working control in whatever manner exercised, including, but not limited to, working control through ownership, management, or negative control (provided, however, that negative control will not be interpreted to include negative covenants that may be set forth in financing documentation or similar provisions that may be set forth in financing documentation), as the case may be, of such Person. A rebuttable presumption of the

existence of Control or a Controlling Interest will arise from the beneficial ownership, directly or indirectly, by any Person, or group of Persons acting in concert (other than underwriters during the period in which they are offering securities to the public), of 10% or more of such Person. For certainty, "Control" or "Controlling Interest" may be held simultaneously by more than one Person or group of Persons

1.15. "Day" means a calendar day, unless otherwise stated herein.

1.16. "Docks" means the locking mechanisms mounted on the Technical Platform that are designed to receive into and release from locked storage a Bicycle, as further described in Schedule A [*Equipment Specifications*].

1.17. "Effective Date" means the date declared as such at the beginning of this Agreement.

1.18. "Equipment" means, individually or in any combination, the Technical Platforms, Terminals, Docks, Map & Sponsorship Panels, and Bicycles as further described in Schedule A [*Equipment Specifications*].

1.19. Reserved

1.20. "Force Majeure" means earthquake, fire, flood, hurricane, or other natural or anthropomorphic disasters, strike (by employees other than Bikeshare's), war or act of war (whether an actual declaration of war is made or not), terrorism, insurrection, riot, injunction, or other similar causes or events to the extent that such causes or events are beyond the control of a Party and render a Party's performance hereunder impossible, impracticable, or, in that Party's reasonable discretion, unadvisable given the existence of the Force Majeure..

1.21. "Full Station" means a Station that can be placed in operation, and consists of:

- A kiosk with batteries and a solar tube
- At least 12 docks and the requisite number of technical platforms to hold such docks (each dock consists of a bollard, left door, right door, cassette and a black cable)
- Cables
- At least 8 bicycles
- The requisite hardware and any other parts required to place a station on the site and be fully operational.

1.22. "Fully Functional" means when a station displays the following characteristics:

- The Full Station is installed at the location shown on the Site Plan
- The kiosk can accept walk-up registrations via credit card and issue accurate PINs for bike release, or equivalent.

- At least 50% of the docks can accept bicycles and lock them, and release bicycles when a valid member key or a valid PIN is introduced

1.23. "GAAP" means generally accepted accounting principles as promulgated by the Financial Accounting Standards Board, all as amended or replaced by that body from time to time.

1.24. "Go Live Date" means the first date that the Program is made available to the general public.

1.25. "Initial Equipment" means the items and quantities identified in the Initial Equipment Purchase Order, which will contain a minimum of 350 Bikes and 35 Stations.

1.26. "Initial Equipment Purchase Order" means Bikeshare's Purchase Order for the Initial Equipment.

1.27. "Initial Equipment Delivery Date" means the date that documentation is submitted by Bikeshare to JC that 100% of the Equipment from the Initial Equipment Purchase Order has arrived at Bikeshare's warehouse.

1.28. "Initial Equipment Purchase Order Date" means the date that JC approves Bikeshare's Purchase Order for the Initial Equipment.

1.29. "Initial Term" means the period between the Effective Date and the day before the fifth anniversary of the Go Live Date.

1.30. "Laws and Regulations" means any and all statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, ordinances, rules, codes of practice and other lawful requirements of any federal, state, municipal or other governmental authority in force in the State of New Jersey, including the principles of common law and equity, and including all applicable guidelines and standards with respect to the above as adopted by any of those governmental authorities from time to time.

1.31. "Map & Sponsorship Panel" means a two-sided display case, as further described in Schedule A [*Equipment Specifications*].

1.32. "Material Contract" includes any contract which would reasonably be required for JC or another operator assuming the Program to assume and continue, such as for example, the licenses to use the non-City Sites.

1.33. "Notification" means all communications including, but not be limited to, all information provided by JC to Bikeshare about a specific defect or problem concerning the Program, Equipment or operations of the Program. Such Notifications may include any written document, or electronic communications. Notification may also include, but not be limited to, information provided to Bikeshare by the general public via the Bikeshare Call Center(s), in writing or by electronic communications.

1.34. "Onsite Quality Assurance Testing" means testing and observation performed and documented by Bikeshare on Equipment after it has arrived at Bikeshare's warehouse to document condition and functionality of all parts.

1.35. "Party" or "Parties" means either of Bikeshare or JC or Bikeshare and JC, as the context may require.

1.36. "Person" means any human being or any association, firm, partnership, joint venture, corporation, limited liability company or other legally recognized entity, whether for profit or not for profit, but it will not mean JC.

1.37. "Personnel" means officials, officers, directors, employees, contractors, subcontractors, agents, licensees, invitees, and permittees (but excludes members of the public except where otherwise stated in this Agreement).

1.38. "Pre-Launch Period" means the period starting on the Effective Date and ending on the Go Live Date.

1.39. "Privacy and Information Legislation" means the Freedom of Information Act and Federal and New Jersey privacy laws.

1.40. "Professional Accountant" means an independent accountant certified by the American Institute of Certified Public Accountants.

1.41. "Program" means the Equipment, Sites, website, Software Licenses, Services and all other assets and activities Bikeshare that comprise the public bike share system within the Program Area as set forth in this Agreement.

1.42. "Program Area" means that portion of Jersey City within which Stations have been installed, as such may change from time to time during the Term (defined below).

1.43. "Program Fleet" means the total number of Bicycles required to be purchased by Bikeshare for the Program, as amended by the parties from time to time.

1.44. "Program Marks" has the meaning set forth in Section 11.

1.45. "Program Implementation Plan" means an implementation plan describing the activities up to and including the Go Live Date.

1.46. "Purchase Order" means a written order by Bikeshare consisting of Equipment and/or Services to be provided to the Program by Bikeshare.

1.47. "Purchase Order Delivery Date" means the date that documentation is submitted by Bikeshare to JC that 100% of the Equipment from any Purchase Order has arrived at Bikeshare's warehouse.

1.48. "Ridership Revenue" means all ridership revenues to the extent actually collected by Bikeshare as determined on a cash basis net of sales taxes or other taxes imposed



by law which Bikeshare is obligated to collect and net of credit card fees netted out of amounts due to Bikeshare by the credit company prior to payment to Bikeshare.

1.49. "Services" means the performance of activities and obligations of Bikeshare between the Effective Date and Go Live Date, and the installation, operation and maintenance of the Stations, the acquisition, placement, maintenance and rental to users of the Bicycles and all other necessary activities to operate the Program in accordance with the requirements of this Agreement.

1.50. "Site" means a designated area on publicly or privately owned real property, or public right-of-way, which area contains a Station.

1.51. "Site (Non-City) Agreement" means a written confirmation that allows Bikeshare to place a Station at a Site other than a City Site.

1.52. "Software Licenses" means the licenses from the Supplier and others granting Bikeshare the right to use the software components of the Equipment and Services necessary to operate the Program.

1.53. "Sponsor" means an entity that enters into an agreement with Bikeshare whereby it is legally obligated to pay Bikeshare money or in-kind services in consideration for the Sponsorship.

1.54. "Sponsorship" means an arrangement pursuant to which, in connection with a payment or payments that will be used to help defray the costs of installing or operating the Program, the Sponsor contributing such payment or payments is acknowledged by the Parties and shall have the right to (a) place Advertising on the Equipment and other Program assets (such as the website, mobile applications, communications with Program members/customers) subject to local sign code regulations, and other considerations by JC and (b) use, under license or sublicense from Bikeshare, as applicable, the Program Marks.

1.55. "Sponsorship Agent" means the Person or Persons selected by Bikeshare (on an exclusive or non-exclusive basis and subject to the terms hereof) to procure Sponsors for the Program and otherwise advise Bikeshare with respect to Sponsorship and Advertising opportunities related to the Program.

1.56. "Station" means each assembly on a Site of a Technical Platform, complete with Terminal, Docks, Map & Sponsorship Panel as further described in Schedule A [*Equipment Specifications*].

1.57. "Supplier" refers to the vendor of Bikeshare for the Equipment.

1.58. "System Metrics" means the key metrics as set out in Schedule F [*Service Levels*] by which the Parties will determine how effectively the Program is performing.

1.59. "Technical Platform" means the mounting platform onto which the Terminal, Docks, and Map & Sponsorship Panel are mounted and secured.

1.60. "Term" has the meaning set forth in Section 2.1.

1.61. "Terminal" means the component of the Station that provides Bicycle rental instructions, rental terms and conditions, rental payment device (i.e. credit card device), and includes power and communication necessary to transmit the rental transactions for Bicycles, as further described in Schedule A [*Equipment Specifications*].

1.62. "Wayfinding Elements" means the information to be printed and installed by Bikeshare onto one side of the Map & Sponsorship Panel at each Station.

1.63. "Year" means any period of 365 days.

1.64. "100% Operational Date" means the date at which 100% of the Full Stations from the Initial Equipment Purchase Order are made Fully Functional, unless JC authorizes in writing a certain number of Full Stations to not be installed.

## **SECTION 2**

### **START-UP AND PROCESS FOR RENEWAL**

2.1. This Agreement starts as of the Effective Date and expires on the day before the fifth anniversary of the Effective Date (the "Term" or "Initial Term", as applicable).

2.2. The Parties agree that on or before the date that is one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term (if applicable), the Parties shall work in good faith to enter into a renewal of this Agreement consistent with the terms hereof for an additional five (5) year period (each such period a "Renewal Term" and together with the Initial Term, the "Term").

## **SECTION 3**

### **EQUIPMENT, SOFTWARE AND SERVICES**

3.1. Bikeshare will provide the Equipment and Services in accordance with this Agreement.

3.2. Title to the Equipment will be held by Bikeshare at all times. Promptly upon expiration or termination of this Agreement, Bikeshare shall have the right to remove and collect all Equipment located in the Program Area.

3.3. Bikeshare confirms that the Equipment Specifications and Software Licenses,

3.3.1. with respect to the Software Licenses only, are validly licensed or sublicensed to Bikeshare; to the knowledge of Bikeshare after reasonable inquiry, do not infringe, dilute, misappropriate, or improperly disclose any intellectual property or proprietary rights of any third party, or otherwise violate any law, rule, or regulation;

- 3.3.2. will store, process, or transmit customer payment card data in a secure manner and Bikeshare has taken commercially reasonable steps (consistent with current industry practices) to maintain the confidentiality of such information at all times; and
- 3.3.3. to the knowledge of Bikeshare after reasonable inquiry, do not constitute defamation or invasion of the right of privacy.

3.4. Station location, re-location, and removal will be governed by Schedule C [Stations] and, additionally, City Sites will be governed by the City Permit and other applicable Jersey City Street Use permits for locations in the public right-of-way or in public parks.

3.5. The design of the Equipment used or installed pursuant to this Agreement will be in compliance with all applicable Laws and Regulations at the time of purchase. In the event that any changes to the Equipment Specifications are required by any changes in Laws and Regulations from those in effect as at the Effective Date, Bikeshare will make such changes as are required to make the Equipment comply with such changes

3.6. Before using or installing any Equipment, JC will, with Bikeshare's assistance and support whenever necessary, obtain all necessary permits, authorizations, approvals, consents, licenses, and certifications required for the Equipment, including those required by:

- 3.6.1. Schedules I [City Permit] and JC Street Use permit for Equipment on City Sites in the public right-of-way;
- 3.6.2. the Persons owning or occupying a Site which is not a City Site; and
- 3.6.3. all other applicable Laws and Regulations.

3.7. Bikeshare will remain liable for all applicable taxes and fees, including without limitation and by way of example only, property taxes on its office and maintenance facilities, business license fees for Bikeshare, utility fees for water, sewer, and solid waste for its offices and maintenance facilities. Bikeshare will be solely responsible for obtaining and maintaining current any applicable licenses or permits (other than those specified in Section 3.6 which will be obtained by JC), as required for the operations contemplated in this Agreement including, but not limited to, any occupational licenses required by law for the performance of the Services.

3.8. Bikeshare will make staff available to participate in up to 10 meetings to represent Bikeshare and to assist JC during any informal or formal public review processes, including presentations to community organizations or any public hearings

regarding the Program for the purpose of discussing Station location. Bikeshare will provide graphic materials for such meetings, summarize input received and incorporate as appropriate into the Station location exercise.

3.9. In connection with the installation, operation, maintenance, and removal or re-location of any and all Equipment, Bikeshare will not damage or injure any other property or right-of-way or Persons including without limitation and by way of example only, designated City landmarks, structures or pavement, including distinctive pavement.

3.13. Except with regard to the purchase of Equipment and other preexisting contracts with the Supplier, Bikeshare shall ensure that all contracts executed by Bikeshare and any entity, vendor, contractor, subcontractor, corporation, partnership, or individual for the provision of any good provided or service rendered in connection with the Program, including, but not limited to, contracts with any subcontractor, and contracts to purchase, use, lease, or rent real property are competitively priced. For the avoidance of doubt, while Bikeshare shall negotiate third party agreements pertaining to the Program to secure competitive pricing as required by this Section, nothing contained herein shall require Bikeshare to issue public requests for bids regarding third party agreements (including, without limitation, any agreement with a Sponsorship Agent).

## **SECTION 4**

### **PROGRAM**

4.1. Subject to the terms and conditions of this Agreement, JC hereby grants to Bikeshare on an exclusive basis the right to operate the Program in the City of Jersey City. JC agrees that during the Term it shall not enter into any agreements with third parties with respect to the operation of a bike share program in the City of Jersey City.

4.2. Within 30 days after the Effective Date, Bikeshare will deliver a Program Implementation Plan outlining all activities required to achieve Go Live Date. Bikeshare will consider any changes requested by JC, acting reasonably, to the Program Implementation Plan, including for example but without limitation, refinements to the community engagement and outreach process.

4.3. Bikeshare will install, within the Program Area (as set out in Schedule D [*Station Installation and Relocation*]), the Initial Equipment and test and commission such Equipment in accordance with the testing and success protocol set forth in Schedule F to ensure that it is fully operational as of the Go Live Date.

4.4. No later than 30 days after the Go Live Date, Bikeshare will install any remaining Equipment (if any) not installed before the Go Live Date, and test and commission such Equipment to ensure that it is fully operational as of the date 30 days after the Go Live Date, except for Equipment that cannot be installed because of

delayed permit approval, delay in securing site licenses with private property owners (if applicable) or a Force Majeure event.

4.5. Determination of the Go Live Date shall be made by mutual agreement of the Parties giving consideration to various factors, including, without limitation, lead time for delivery of Equipment and the approach/conclusion of the winter season.

## **SECTION 5**

### **SERVICE PERFORMANCE LEVELS**

5.1. Except where and to the extent prevented or delayed by a Force Majeure Bikeshare will operate the Program from the Go Live Date to the end of the Term in accordance with the Meets Expectations minimums described in Schedule F [*Service Levels*].

## **SECTION 6**

### **CONSTRUCTION AND TECHNICAL REQUIREMENTS**

6.1. Bikeshare will supply, install, operate, and maintain the Equipment in accordance with the Equipment Specifications, Program Implementation Plan, Schedule F [*Service Levels*], Schedule D [*Station Installation and Relocations*], Schedule I [*City Permit*], JC Street Use permit, and all Laws and Regulations and any other applicable permits, and otherwise in accordance with this Agreement.

6.3. In connection with the installation, operation, and maintenance of the Equipment, Bikeshare will use reasonable efforts to minimize the extent to which the use of the right-of-way or other real property of any City is disrupted, and Bikeshare will use reasonable efforts not to obstruct the use of such right-of-way or real property of any City, including, but not limited to, pedestrian travel. Sidewalk clearance must be maintained at all times so as to provide a free pedestrian passage in accordance with any applicable Laws and Regulations or guidelines unless prior consent has been obtained from the relevant City Engineer(s) in his or her sole reasonable discretion.

6.4. Bikeshare will undertake appropriate efforts, in accordance with all applicable Laws and Regulations to provide for safety and to prevent accidents at its work sites, including, if necessary, the placing and maintenance of proper guards, fences, barricades, security personnel and bollards at the curb for all stations located in the public right-of-way.

6.5. Bikeshare will provide, install and maintain, appropriate traffic markings and devices as may be reasonably requested by any City Engineer(s) for public right-of-way locations for the station removals or relocations as outlined in Schedule D.

6.6. In the event either Bikeshare or JC seeks to have new Equipment or other hardware-based technology, which was not previously included within the Equipment Specifications, or is not otherwise required by applicable Laws and Regulations,

integrated into the Program, then such Party will make a request, in writing, to the other Party that outlines the proposed new Equipment or technologies and the proposed advantages that would result from integration of such items into the Program. If both Parties agree, then Bikeshare will integrate the new Equipment and technology into the Program, pursuant to a schedule that is agreed upon by the Parties; and, either Party may request other amendments to this Agreement that are based on new Equipment or technology, including provisions to cover all related costs.

## **SECTION 7**

### **CUSTOMER SERVICE**

7.1. Bikeshare will establish and maintain prompt and efficient procedures for handling complaints received directly from the public and for handling complaints forwarded to Bikeshare by JC, which procedures will be consistent with all applicable Laws and Regulations and the provisions of this Section 7.

7.2. Bikeshare will conspicuously post a notice on each Station advising the general public that they may direct their complaints and comments to the Program's Call Center and website.

7.3. Bikeshare will incorporate Wayfinding Elements on each Station as directed and approved by JC. The contents of Wayfinding Elements will be produced and installed by Bikeshare into the Map & Sponsorship Panel. If JC provides Bikeshare an updated digital base map or non-digital wayfinding elements, Bikeshare will update the Wayfinding Elements at its Stations using such updated information within 30 Days after its receipt, but is only obligated to do so 1 time per Year.

7.4. Bikeshare will ensure that the Program's primary Call Center operates from, at a minimum, 7:00 am to 7:00 pm 365 days per year. During the hours of 7:00 pm to 7:00 am, and for overflow call periods between 7:00 am and 7:00 pm, the Program's Call Center may route calls to a third party call center. Calls will be answered in person following initial response by an interactive voice response (IVR) system. In addition to such Call Center service availability for the public, Bikeshare will have a contact person available to JC by phone 24 hours per Day, seven Days per week.

7.5. Bikeshare will ensure that operators are (i) knowledgeable to answer questions and provide information concerning, among other things, membership process, membership prices, billing, crashes, comments, complaints, malfunction problems, and location of stations, and (ii) fluent in English and Spanish or (iii) knowledgeable in using a third-party over-the-phone interpretive service to manage non-English phone calls.

7.6. Bikeshare will ensure that the Call Center (i) records, using appropriate software, and accompanied by appropriate notice of such recording to each caller, a random sampling of at least 10% of all complaint calls received by the Call Center, (ii) diligently and promptly investigates each complaint, and (iii) retains all complaint call recordings for no more than 60 days.

7.7. Bikeshare will ensure maintenance of written, accurate and complete records of all complaints, and those records will be available to JC through appropriate software or, at JC's reasonable advance request, in written form. Such records will indicate: (i) the specific Equipment, including its identifying number and location at a specific point in time, or Services, for which the complaint was made; (ii) the type of complaint; (iii) the date and time of complaint; (iv) if the complaint is in written form (non-electronic) and the information is available, the name, address, language spoken, and telephone number of the Person filing the complaint; (v) Bikeshare's action to address the complaint; and (vi) to the extent applicable, the date of resolution of the complaint. All such records will be retained by Bikeshare throughout the Term.

## SECTION 8

### SPONSORSHIP AND MARKETING

8.1. Bikeshare shall have the right (whether directly or through a Sponsorship Agent) to secure Sponsorships to fund the Program. Bikeshare will identify and contract with prospective Sponsors and Advertisers for the Program.

8.2. JC will identify in writing two to ten companies (each a "**JC Introduced Company**") with connections to Jersey City by December 31, 2014 and facilitate introductory meetings between JC, each JC Introduced Company, Bikeshare and the Sponsorship Agent.

8.2.1. Bikeshare and the Sponsorship Agent will produce all sponsorship presentations and marketing materials and lead negotiations with interested parties.

8.2.2. If any JC Introduced Company enters into a Sponsorship agreement with Bikeshare, 10% of the total gross annual sponsorship revenue (excluding any value-in-kind consideration, the "**JC Introduced Revenue**") will be paid by such Sponsor into a segregated fund controlled by Bikeshare and JC. The JC Introduced Revenue can only be used by Bikeshare to pay for additional capital expenditures beyond the Initial Equipment Purchase Order and/or for programs to subsidize memberships for targeted populations. JC has sole discretion, following consultation with Bikeshare, to determine the use of JC Introduced Revenue within the parameters described above.

8.3. Following development of branding, naming and logo design for the Program Marks by JC and Bikeshare, Bikeshare will provide design templates for all system elements, including:

- Bike and station color scheme
- Keys
- Decals – kiosks, bikes, headers
- Pricing Schematic

- Website
- Welcome kit – letterhead, letter, envelope, activation instructions
- Information cards and brochures for selling memberships
- Event kit – tent, signage, banners
- System Map design
- Station header layout
- Webpage layout
- Social Media – Facebook and Twitter log

8.4. The marketing and communications plan includes, but is not restricted to:

- Announcement press conference
- Launch of demonstration project website and viral campaign
- Demonstration events and pre-membership campaign
- Launch event/press conference
- Membership advertisement campaign
- Sustaining PR/marketing campaign

Bikeshare will execute the event plan to gain awareness, publicity and drive membership pre-sale sign up for the JC Program in the months leading up to the launch. Bikeshare will plan and execute a city wide launch event to create excitement around the Program to be approved by JC no less than 30 days before the event. Bike fender and basket decals, as well as advertising panels, will be developed by Bikeshare based on input from sponsors.

## **SECTION 9**

### **FINANCIAL TERMS AND CONDITIONS**

9.1. Within 90 days following the end of the Contract Year, Bikeshare shall:

9.1.1. Deliver to the City a schedule, certified by a senior officer at Bikeshare, setting forth the Ridership Revenue for the Contract Year

- (a) Pay into a JC account, in accordance with JC instructions, an amount equal to 5% of the excess of Ridership Revenue over and above \$1,500,000, or in the case of the first or final Contract Year, an amount equal to the 5% of the excess of the Ridership Revenue over and above \$1,500,000 multiplied by the number of days in that Contract Year over 365.

9.3 JC will not be obligated to pay or bear any of the costs or expenses, or any of the financial, legal and other risks of operating the Program, except as otherwise provided herein.



9.4 Following the first Contract Year, if the program is unprofitable on a net income basis for any 12 month period as certified by a Certified Public Accountant according to Generally Accepted Accounting Principles, Bikeshare may adjust service levels or fleet size, or JC may agree to fund the gap between Program revenues and operations expenses. However, Bikeshare will not reduce or expand the geographic coverage area to increase revenue of the system without mutual agreement by JC.

## SECTION 10

### PROGRAM RATES AND TERMS

- 10.1 At all times, Bikeshare will charge annual members of the Jersey City Bike Share Program fees that are equal to or less than the membership and usage fees for the New York City bike share program.
- 10.2 For monthly, weekly, daily and per ride memberships, Bikeshare will determine the applicable fees in its sole discretion.
- 10.3 Bikeshare will at all times post on all Stations and on Bikeshare's Jersey City Bike Share website a complete and up-to-date fee description that sets forth each and every current membership and usage fee offered for the Program, the methods of purchasing memberships and paying fees, all fees associated with damaged, lost, stolen or otherwise unreturned Bicycles, and all other applicable legal terms and conditions. Bikeshare will furnish written copies of such material to the public upon request.
- 10.4 All required state and local sales taxes, and any other applicable sales and use taxes with respect to membership and usage fees will be collected and paid by Bikeshare, as required by applicable Laws and Regulations.
- 10.5 JC may create, in coordination and collaboration with Bikeshare, mutually agreeable program pricing discount programs, which may be targeted in connection with marketing and outreach efforts, and in connection with Sponsorship programs, to expand or enable Program use among different communities or for other lawful purposes. Program pricing must be sufficient to provide adequate protection of the Equipment in the event of theft.

## SECTION 11

### MERCHANDISING, LICENSING AND INTELLECTUAL PROPERTY

- 11.1 During the Term and subject to the terms of this Agreement, Bikeshare now grants to JC and its affiliates, successors, assigns, business partners, and sublicensees a non-exclusive, royalty-free license to use, subject to prior approval by Bikeshare, any branding or logo developed and used by Bikeshare specifically for the Program, including the Program Marks (individually and/or collectively the "**Bikeshare Property**") to market and promote the Program as may be determined by mutual agreement of the Parties. For purposes of this Agreement, "**Program Marks**" means the names

(including the Program Name), logos, trademarks, copyrights, slogans, taglines, trade dress, domain name, url or other intellectual property relating to the Program except if and to the extent such intellectual property includes any City Property. The Parties shall work together to develop or select a mutually agreeable official name for the Program which may be the name of an existing bike share program (e.g. "Citi Bike") (the "**Program Name**") and such Program Name shall be Bikeshare Property if and to the extent that it does not include any City Property. Upon expiration or termination of this Agreement, JC's limited license in and to Bikeshare Property and all goodwill associated therewith will be immediately terminated and all physical, electronic, and other tangible representations of same will be destroyed or returned to Bikeshare at no additional cost or expense to Bikeshare.

11.2. JC now grants to Bikeshare and its affiliates, successors, assigns, business partners, and sublicensees a non-exclusive, royalty-free license to use, during the Term, any and all of the JC's official marks, trademarks, logos, service marks, and other intellectual property rights belonging to JC (including any Program name or logo if and to the extent it includes a reference to "Jersey City" or similar municipal identification), (individually and/or collectively the "**City Property**") to, upon prior approval by JC, directly or indirectly create, develop, make, market, promote, distribute, and sell goods and services, to operate and promote the Program as may be determined by Bikeshare and as may be requested by JC (acting reasonably) to be included in any of the foregoing marketing or promotional activities, including but not limited to the right to use the name "Jersey City Bike Share" and variations there of approved in advance in writing by JC. For the avoidance of doubt, if and to the limited extent any Program name or logo includes a reference to "Jersey City" the same shall be considered "Program Marks" to be owned by JC as part of City Property hereunder; Otherwise, all Program Marks shall be Bikeshare Property hereunder. Upon expiration or termination of this Agreement, Bikeshare's limited license in and to City Property and all goodwill associated therewith will be immediately terminated and all physical, electronic, and other tangible representations of same will be destroyed or returned to JC at no additional cost or expense to JC.

11.3. Subject to the terms of this Agreement, Bikeshare will obtain or assist JC and its affiliates, successors, assigns, business partners, and sublicensees in obtaining non-exclusive licenses to use, during the term of any Sponsorship agreement, the trademarks, logos, servicemarks, and other intellectual property identified for use in connection with the Sponsorship agreement, (individually and/or collectively the "**Sponsor Property**") to allow JC to, directly or indirectly create, develop, make, market, promote, distribute and sell goods and services, to operate and promote the Program under the Program Name; provided, however, JC's use of any Sponsor Property will comply with reasonable quality control measures required by a Sponsorship agreement to which JC and sponsor have given its advance written approval.

11.4. JC will have exclusive approval rights over any official website, domain name or URL used in connection with the Program and such website, domain name or URL will be capable of hosting a link from JC's website.

11.5. All data generated by the Program will be owned by Bikeshare. Bikeshare hereby grants to JC a non-exclusive, royalty-free, perpetual license to use all non-personal data for non-commercial purposes, subject to all applicable Laws and Regulations.

## **SECTION 12**

### **TRADEMARK OWNERSHIP**

12.1. Bikeshare agrees that by virtue of this Agreement it does not and will not claim any right, title, or interest in any City Property (except to the extent use thereof is licensed hereunder), and that any and all uses thereof by Bikeshare will inure to the benefit, of JC. Bikeshare acknowledges JC's sole right, title, and interest in and to, and ownership of City Property and the validity of the trademarks and service marks that are part of the City Property and JC's rights therein. Bikeshare agrees that it will not raise or cause to be raised any challenges, questions, or objections to the validity, registrability, or enforceability of the City Property and JC's rights therein, and will not contest such right and title, nor do or permit to be done any act or omission by anyone under Bikeshare's control which will in any way impair the rights of JC with respect to such City Property

12.2. JC agrees that by virtue of this Agreement it does not and will not claim any right, title, or interest in any Bikeshare Property (except to the extent use thereof is licensed hereunder), and that any and all uses thereof by JC will inure to the benefit, of Bikeshare. JC acknowledges Bikeshare's sole right, title, and interest in and to, and ownership of Bikeshare Property and the validity of the trademarks and service marks that are part of the Bikeshare Property and Bikeshare's rights therein. JC agrees that it will not raise or cause to be raised any challenges, questions, or objections to the validity, registrability, or enforceability of the Bikeshare Property and Bikeshare's rights therein, and will not contest such right and title, nor do or permit to be done any act or omission by anyone under JC's control which will in any way impair the rights of Bikeshare with respect to such Bikeshare Property.

12.3. The Parties agrees to reasonably assist each other in protecting the Program Marks, including but not limited to reporting to the other Party any infringement or imitation of Program Marks of which it becomes aware. Each Party will have the sole right to determine whether to institute litigation with respect to any such infringements of Program Marks to the extent that a Party has ownership interest in such Program Marks, as well as the sole right to select counsel. Pursuant to the preceding sentence, a Party may commence or prosecute any claims or suits for infringement of Program Marks in its own name (if it has an ownership interest in the affected Program Marks) or join as a party thereto. If any Party brings an action against any infringement of the Program Marks owned by it, the other Party will reasonably cooperate be reimbursed for its reasonable and pre-approved out-of-pocket expenses.

12.4. If claims are made against JC or Bikeshare with respect to the use of any Program Marks that incorporate City Property or Bikeshare Property, respectively in

connection with any licensed products, then the Parties agree to consult with each other on a suitable course of action. In no event will any Party, without the prior written consent of the other Party, have the right to acknowledge the validity of any such claim or to take any other action which might impair the ability to defend or otherwise contest such claim. Each Party will have the right to participate at its own expense in the defense of any claims or suit instituted against the other Party with respect to the use by the other Party of any Program Marks that incorporate intellectual property of the party seeking participation..

12.5. Each Party agrees to make modifications requested by the other Party with respect to the use of any Program Marks that incorporate City Property or Bikeshare Property, if either Bikeshare or JC, in its sole discretion, determines such action to be necessary or desirable to resolve or settle a claim or suit or to eliminate the threat of a claim or suit by any third party.

## SECTION 13

### COMMUNICATIONS, REPORTING AND MEETINGS

13.1. Media. Bikeshare shall seek the prior approval of JC before making any statement to the press or issue any material for publication through any media of communication under in respect to the Program or this Agreement. Notwithstanding the foregoing, in the event of any operational matters pertaining to the Program that are time-sensitive and outside of the usual course (such as closing for weather) Bikeshare shall have the right to make announcements to Program members and on the Program website/mobile application regarding such matters without the prior approval of JC. Further, Bikeshare shall have the right to publish information regarding performance under this Agreement, or of the results and accomplishments attained in such performance, provided that JC will have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication, or, in the event that only a portion of the publication deals with an aspect of performance under this Agreement, such portion of the publication. In the event that JC proposes to issue statements or other materials to the media regarding the Program in instances where prior review is feasible and reasonable as determined by JC, JC shall use reasonable efforts to provide Bikeshare with an opportunity for review and consultation prior to the issuance of such statements or materials.

13.2. Reporting. All non-proprietary data generated by the Program that is recorded and maintained by Bikeshare, will be provided to JC in the format and at the times set out in Schedule H [*Reporting Requirements*] or as otherwise reasonably requested by JC, provided that such information transfer is not otherwise prohibited by any Supplier prohibitions or by Laws or Regulation.

13.3. Confidentiality. Each Party (a "**Receiving Party**") agrees that it shall not, directly or indirectly, use, make available, sell, disclose, disseminate or otherwise communicate to any person, in whole or in part, other than in the course of such Party's performance of its obligations hereunder, either during the Term or at any time

thereafter, any Confidential Information (as defined below). The foregoing shall not apply to any information that (a) was known to the public prior to its disclosure to the Receiving Party or (b) the Receiving Party is required to disclose by applicable law, regulation or legal process (including for purposes of a OPRA request made to JC), provided that, in the case of this clause (b), the Receiving Party provides the Disclosing Party (defined below) with prior notice of the contemplated disclosure and, if requested by the Disclosing Party, cooperates with the Disclosing Party in seeking, if available, a protective order or other appropriate protection of such information. Each Party agrees to promptly return the Confidential Information of the other Party upon termination or expiration hereof or, at the option of the Disclosing Party, to destroy all Confidential Information. As used herein, "**Confidential Information**" means any and all information that in any way relates to the Program (including, without limitation, personally identifiable information ("**PII**") of Program participants), and with respect to each Party, the finances, agreements, business operations, trade secrets, plans, proceedings, marketing strategies, media and promotional activities or other non-public information of the Party disclosing such information (the "**Disclosing Party**"), whether disclosed orally, in writing or through another medium, by the Disclosing Party's officers, employees, agents or other persons. Bikeshare acknowledges that, as a municipality, JC is subject to certain public disclosure requirements. Nothing contained herein shall be deemed to prohibit or otherwise restrict JC's ability to comply with laws applicable to JC regarding disclosure of information to the public.

13.4. Contract Management and Meetings. Bikeshare will meet regularly with JC as set out in Schedule H [*Reporting Requirements*] and as otherwise reasonably requested by JC.

13.5. Notices and Communications. Any notice required or permitted to be given by one Party to another pursuant to this Agreement (including any Notifications) must be delivered, mailed, or e-mailed to the persons set out in Schedule H [*Reporting Requirements*], or such other person, position, address as one party may advise the other from time to time or at any time in accordance with this or any other more specific provision of this Agreement. Any such notice is deemed to be received: (i) if delivered, at the time of delivery, (ii) if mailed, 3 Days after the deposit of the mail, provided that if there is any known or anticipated postal disruption, parties will use all methods permitted hereunder other than mailing, or (ii) if transmitted by e-mail, immediately upon acknowledgement of its receipt by the recipient (and will be deemed not to be delivered where the acknowledgement is in the nature of an automated or "auto-reply" notice that the recipient is currently out of the office or otherwise unable to respond promptly or at all to the e-mail unless and until the recipient sends a non-automated reply).

## SECTION 14

### WEBSITE

14.1. Bikeshare will include in the Program Implementation Plan and marketing plan the details of its Program website and social media plans. Bikeshare will use

commercially reasonable efforts to incorporate website features or changes requested by JC.

14.2. The Program's website will include, at a minimum, the elements listed in Schedule C.

14.3. Bikeshare will keep all information on the Program's website updated.

14.4. In addition to the website, Bikeshare will provide a bike share application for smartphone users to identify the location of available Bikes.

## **SECTION 15**

### **REPRESENTATIONS AND WARRANTIES**

15.1. Bikeshare represents and warrants to JC as follows:

15.1.1. Jersey City Bikeshare LLC is a for profit company, validly existing and in good standing under the laws of the State of Delaware, and it is duly authorized to do business in Oregon and New Jersey.

15.1.2. It has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Bikeshare of this Agreement have been duly authorized by all requisite corporate action in respect thereof on the part of Bikeshare.

15.1.3. It has or will obtain all government licenses, permits or other authorizations necessary to perform its obligations as contemplated under this Agreement and that such licenses, permits, and/or authorizations will be valid and sufficient for the performance of the Services by Bikeshare.

15.1.4. It will comply with all applicable laws, regulations, ordinances and codes pertaining to the fulfillment of its obligations under this Agreement.

15.1.5. It shall perform the Services using Personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

15.2. JC represents and warrants to Bikeshare as follows:

15.2.1. JC is a municipality of the State of New Jersey, validly existing and in good standing under the laws of the State of New Jersey.

- 15.2.2. It has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by JC of this Agreement have been duly authorized by all requisite action in respect thereof on the part of JC.
- 15.2.3. It has or will obtain all government licenses, permits or other authorizations necessary to perform its obligations as contemplated under this Agreement and that such licenses, permits, and/or authorizations will be valid and sufficient for the performance of the obligations by JC.
- 15.2.4. It will comply with all applicable laws, regulations, ordinances and codes pertaining to the fulfillment of its obligations under this Agreement.
- 15.3. It shall perform its obligations hereunder in a professional and workmanlike manner in and shall devote adequate resources to meet its obligations under this Agreement.

## **SECTION 16**

### **INDEMNITY**

16.1. Bikeshare shall defend, indemnify, and hold harmless JC, its officers, directors, employees or agents from and against any liabilities, losses, claims, suits, damages, costs and expenses (including without limitation, for all costs and expenses incurred in the defense, settlement or satisfaction of any such claims including reasonable attorneys' fees and costs of suit) (each, a "Claim") by a third party to the extent arising out of or otherwise relating to: (a) Bikeshare's breach of its obligations, representations or warranties under this Agreement; (b) the negligent acts or omissions or intentional misconduct of Bikeshare in the performance of its obligations hereunder; and (c) the authorized use of the Bikeshare Property and materials provided by or on behalf of Bikeshare in connection with the Agreement.

16.2. JC shall defend, indemnify, and hold harmless Bikeshare, its officers, directors, employees or agents from and against any Claims by a third party to the extent arising out of or otherwise relating to: (a) JC's breach of its obligations, representations or warranties under this Agreement; (b) the negligent acts or omissions or intentional misconduct of JC in the performance of its obligations hereunder; and (c) the authorized use of the City Property and materials provided by or on behalf of JC in connection with the Agreement.

16.3. Notwithstanding the foregoing, neither Party shall be obligated to indemnify the other Party for any Claims to the extent they arise out of the negligence or willful misconduct of the Party otherwise indemnified. Within ten (10) Business Days of learning of any Claim, each Party shall provide prompt written notice to the other of any Claims, whether actual or threatened, promptly upon receipt of notice thereof. The other

Party shall make no settlement of an indemnified Claim specifically naming the indemnified Party without the indemnified Party's prior written approval. In addition, Bikeshare shall not, without obtaining express permission in advance from the Corporation Counsel of JC, raise any defense involving in any way the immunity of JC, or the provisions of any statutes respecting suits against JC.

16.4. The indemnification provisions set forth in this Section will not be limited in any way by any Party's obligation to obtain and maintain insurance as provided in this Agreement.

16.5. The Parties' indemnification obligations set forth in this Section 16 shall survive the expiration or earlier termination of this Agreement.

## **SECTION 17**

### **INSURANCE**

17.1. See Schedule G [*Request for Proposal and Response of Bikeshare*] for required insurance coverage hereunder.

## **SECTION 18**

### **TERMINATION AND DEFAULT**

18.1. JC will have the right to declare Bikeshare in default:

- 18.1.1. Upon any uncured breach by Bikeshare of a material term or condition of this Agreement for which an opportunity to cure such default was given as set forth in Section 18.2 below;
- 18.1.2. Upon the commencement of any proceeding by or against Bikeshare, either voluntarily or involuntarily, under the *U.S. Bankruptcy Code* (USA) or relating to the insolvency, receivership, liquidation, or composition of Bikeshare for the benefit of creditors;
- 18.1.3. If Bikeshare or any of its officers, directors, partners, managers, five percent (5%) or greater owners, principals, or other employees or persons substantially involved in its activities are indicted or convicted after execution of the Agreement under any federal or state law of a criminal offense involving fraud, embezzlement, bribery, forgery, falsification or destruction of records, receiving stolen property or otherwise involving a lack of business integrity, and Bikeshare fails to terminate their relationship with Bikeshare within 10 Days of JC's request that they do so; or
- 18.1.4. If any of Bikeshare's Program Personnel (with respect to their dealings with members of the public) are convicted of a criminal offense involving violent or harassing behavior, and Bikeshare fails



to remove them from duties involving any physical presence in public areas within the Program Area within 2 Business Days of JC's request that Bikeshare does so.

18.2. JC's right to declare Bikeshare in default will be exercised by the JC Rep sending Bikeshare a written notice of default with reasonable particulars of the default ("**Notice of Default**"). Bikeshare will have 30 Days from its receipt of the Notice of Default or any longer period that is set forth in the Notice of Default to cure the default. If such a default is unable to be fully cured within 30 Days, there will not be an event of default if Bikeshare starts to remedy the default within the initial 30 Day period and diligently and continuously works to remedy the default until it is fully remedied.

18.3. If Bikeshare is not able to remedy the default within the time required by Section 18.2 and the JC Rep sends a further written notice confirming that the default has not been remedied then this will constitute an Event of Default.

18.4. Upon an Event of Default, JC may, in any order or combination it chooses, in its sole discretion:

- (a) prevent by injunction the continuation of the default;
- (b) require Bikeshare to continue to perform all or such part of the Services as are required by JC;
- (c) pursue any other remedy permitted by law or in equity or under this Agreement; or
- (d) terminate this Agreement.

18.5. Upon termination of this Agreement due to an Event of Default, JC will have the right and option to require Bikeshare to remove all Equipment at Bikeshare's sole cost and expense.

18.6. If JC commits a material breach of this Agreement and fails to cure said breach after receiving thirty (30) Days notice in writing of the breach from Bikeshare, then Bikeshare shall have the right following expiration of such thirty (30) Day period to terminate this Agreement effective as of the date of a termination notice to be issued by Bikeshare to JC. Notwithstanding the foregoing, if JC's breach is unable to be fully cured within thirty (30) Days, Bikeshare will not exercise its termination right if JC starts to remedy the breach within the initial thirty (30) Day period and diligently and continuously works to remedy the breach until it is fully cured.

## SECTION 19

## **TERMINATION OR EXPIRY OF TERM**

19.1. Upon termination or expiration of this Agreement, or any part of this Agreement, Bikeshare will within 45 Days of expiry:

- 19.1.1. if requested by the JC Rep, remove all Equipment and restore all City property and right-of-way to the condition it was in as at the date of Equipment installation;
- 19.1.2. deliver to the JC Rep reasonable copies of all books, records, documents and materials specifically relating to this Agreement or the part of this Agreement so terminated, that the JC Rep has requested be turned over;
- 19.1.3. where requested by JC, and where permitted under the terms of those licenses, assign the licenses for any non-City Sites to JC or to a replacement operator designated by JC.

## **SECTION 20**

### **EMERGENCIES AND FORCE MAJEURE**

20.1. Neither Party will be liable for any delay and/or failure to perform its obligations hereunder which delay or failure is caused by a Force Majeure, provided in each case that the Party claiming Force Majeure has taken and continues to take all reasonable actions to avoid or mitigate such delay and/or failure, and provided further that, such Party notifies the other Party to this Agreement of same in writing as soon as reasonably practicable after that Party discovers or should have discovered the Force Majeure and makes arrangements to recommence performance hereunder as reasonably practicable.

20.2. Bikeshare may, with as much notice to JC as is practicable given the nature of the emergency, shut down all or part of the Program for weather-related or other emergencies, in Bikeshare's reasonable discretion, provided that such event constitutes a Force Majeure.

20.3. If the JC Rep determines that an emergency threat to life or property exists, then the JC Rep may, with as much notice to Bikeshare as is practicable given the nature of the emergency, take such action or require Bikeshare to take such action as the JC Rep deems necessary to alleviate the emergency, including, but not limited to, removing, replacing, relocating, reinstalling or locking all or any portion of the Equipment and having repair and restoration work performed and for the period of time and to the extent that Bikeshare complies with such notice, this will be deemed to be a Force Majeure.

20.4. A delay in a decision by a government entity, the approval of which is a condition to an occurrence, will not constitute a Force Majeure unless such delay is beyond the normal period in which such entity generally acts with respect to the type of

decision being sought and only if the Party claiming Force Majeure has taken and continues to take all reasonable steps to pursue such decision. In no event will a government entity's final decision relating to Bikeshare, this Agreement or the Program, whether positive or negative, once made constitute a Force Majeure (the term "final decision" in this sentence will refer to a decision with respect to which all available appeals have been exhausted or the time period for filing such appeals has expired). The financial incapacity of Bikeshare will not constitute a Force Majeure.

20.5. In the event that a Force Majeure delays the start of the Program for more than 120 Days beyond the Parties' mutually agreed upon Go Live Date (as the same may be adjusted) or interrupts a material portion of the Program for more than 120 Days, then either JC or Bikeshare may by written notice to the other delivered any time after such 120 Day period, cancel this Agreement effective 30 Days following the delivery of such cancellation notice and as of the effective date of such cancellation notice this Agreement will be deemed to have expired and Section 19 will then govern the Parties' rights and obligations accordingly.

## **SECTION 21**

### **EMPLOYMENT OUTREACH**

21.1. Bikeshare will use reasonable efforts, at its own cost and expense, to conduct outreach for employment purposes to residents of the Jersey City region for the opportunities to be created by the construction, installation, operation, management, administration, marketing and maintenance of the Program. Such recruitment activities will include provisions for the posting of employment and training opportunities at appropriate local agencies responsible for encouraging employment of Jersey City residents.

21.2. Bikeshare will not refuse to hire, train, or employ, bar or discharge from employment or discriminate against any individual in compensation, hours of employment, or any other term, condition, or privilege of employment, as required by applicable Laws and Regulations. Bikeshare will take affirmative action to ensure that applicants are hired, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

21.3. Bikeshare will select, train and employ such number of employees as is necessary or appropriate for Bikeshare to operate the Program. Bikeshare will be the sole authority to hire, terminate and discipline any and all of Bikeshare Personnel.

## **SECTION 22**

### **OVERSIGHT AND REGULATION**

22.1. JC will have the right at all times to oversee, regulate and inspect periodically the installation, operation, and maintenance of the Program. Bikeshare will establish and maintain managerial and operational records, standards, procedures and controls to enable Bikeshare to demonstrate, in reasonable detail, to the satisfaction of

JC at all times throughout the Term, that Bikeshare is in compliance with this Agreement. Bikeshare will retain such records for not less than one (1) Year following the expiration or termination of this Agreement.

22.2. Bikeshare will be required to submit such reports, at periodic intervals, of all elements of the Program as reasonably required by JC, including, but not limited to, the reports required pursuant to Schedule H [*Reporting Requirements*].

22.3. Throughout the Term, Bikeshare will maintain complete and accurate books of account and records of the business, ownership, and operations of Bikeshare with respect to the Program within Jersey City and in a manner that allows JC to determine whether Bikeshare is in compliance with the Agreement. Should JC reasonably determine that the records are not being maintained in such a manner, then JC will request Bikeshare to alter the manner in which the books and/or records are maintained, so that they come into compliance with this Section. All financial books and records which are maintained in accordance with GAAP will be deemed to be acceptable under this Section.

## **SECTION 23**

**[RESERVED]**

## **SECTION 24**

### **GENERAL**

24.1. Schedules. All Schedules referred to in this Agreement are now incorporated by reference into and deemed to be an integral part of this Agreement, whether or not they are physically attached.

24.2. No Pre-Contractual Misrepresentation. No material misrepresentation has been made, either oral or written, intentionally or negligently, by or on behalf of Bikeshare in this Agreement, in connection with any submission to JC-or in connection with the negotiation of this Agreement.

24.3. Successors and Assigns. This Agreement will be binding and benefit JC and Bikeshare and their respective successors and permitted transferees and assigns.

24.4. Headings & Interpretation. The headings contained in this Agreement are to facilitate reference only, do not form a part of this Agreement, and will not in any way affect its construction or interpretation. The term "may" is permissive; and, the terms "will," "must," and "shall" are mandatory, not merely directive.

24.5. Third Party Claims. Each party will notify the other parties immediately upon the written threat or commencement of any actions or claims brought against that party, or by that party against a third-party, the outcome of which would affect the rights of any of the other parties under this Agreement, or the ability of that party to comply with its obligations under this Agreement.

24.6. Severability. If any term of this Agreement is found by a court to be invalid for any reason, the invalidity will not affect the validity or operation or any other term. Should the parties fail to agree on the modifications to the Agreement in response to such finding of invalidity, either party will then be entitled to refer the matter to court to determine what modification or replacement to such term would be required in order to preserve the original intent of this Agreement and to then make such an award as is necessary to carry out such intent.

24.7. Survival. Despite any expiry or sooner cancellation of this Agreement, those terms which are intended or are in their context capable (whether or not expressly) of operating afterwards will continue in full force and effect. Without limiting the generality of this Section, any:

24.7.1. representations and warranties,

24.7.2. indemnities,

24.7.3. audit obligations,

24.7.4. confidentiality, reporting and records requirements, and

24.7.5. communication protocols,

set out in this Agreement will not terminate, but will survive any expiry or sooner cancellation of this Agreement.

24.8. Waiver. The failure by either party to enforce at any time any of the terms of this Agreement, or the failure to require at any time strict performance by the other party of any of the terms of this Agreement, will in no way be construed to be a present or future waiver of the term, nor in any way affect the ability of any party to subsequently enforce the term. The express waiver by any party of any term must be in writing and signed by the waiving party. An express waiver will constitute a waiver of a future obligation to comply with the term only if there is an express reference to this effect.

24.9. No Partnership. Nothing in this Agreement will create or be interpreted so as to create a joint venture, Partnership or any other form of relationship between any two of the parties other than covenantor and covenantee.

24.10. Legal Effect/Time Of The Essence. This Agreement commences on the Effective Date and continues for the duration of the Term. Time is of the essence of this Agreement.

24.11. Entire Agreement/Amendments. This Agreement is the whole agreement among the parties and will not be modified or waived except by further written agreement signed by those parties whose rights or obligations are being modified or waived. For certainty, the Pro Forma statements supplied by Bikeshare during the

negotiation phase of this Agreement are deemed not to be contractually binding documents.

24.12.        **Governing Law/Jurisdiction.** This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey and the courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

24.13.        **Counterparts Clause.** This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

24.14.        **JC Status.** Nothing expressed or implied in this instrument will or will be deemed to derogate from or prejudice or affect JC's rights, powers, duties, or obligations in the exercise of its functions pursuant to statutes, bylaws, or statutory orders or regulations, and JC may exercise such rights, powers, duties, and obligations as fully and effectively as if Bikeshare and JC had not executed and delivered this instrument to one another.

24.15.        **Expansion.** JC acknowledges and agrees that Bikeshare shall have the right, but not the obligation, during the Term to expand the Program by (a) adding Equipment to the Program as mutually agreed upon by the Parties and/or (b) rendering the Program interoperable with other bike share systems operated by Bikeshare, including without limitation, Citi Bike in New York, New York and a potential Bikeshare system in Hoboken and Weehawken, New Jersey.

***END OF NUMBERED SECTIONS GO ON TO NEXT PAGE***

**TO CONFIRM THEIR INTENT TO BE LEGALLY BOUND TO AGREEMENT**, the  
Parties have executed this document in the spaces provided below on this [REDACTED] day of  
[REDACTED], 2015

**CITY OF JERSEY CITY**

by its authorized signatory:

\_\_\_\_\_  
Signature of Authorized Signatory:

Name:

Title:

*Reference: City Council Resolution Dated:* [REDACTED]

**JERSEY CITY BIKESHSARE LLC.,**

by its authorized signatories:

By: \_\_\_\_\_  
Jay Walder, its Chief Executive Officer

## **SCHEDULE A**

### **EQUIPMENT SPECIFICATIONS**

#### **A1. General**

Bikeshare will have displayed on each Station and Bicycle in use within the Program, a unique identifying number that will be tracked by Bikeshare and made available to JC.

#### **A.2 Bicycles**

The "Bicycles" or "Bikes" will meet or exceed the following technical specifications:

1. Aluminum frame in color specified by JC.
2. Protective covering for all components.
3. 3-speed internal gearing.
4. Covered cables and derailleur, if used.
5. Chain protector integrated into the bicycle structure and designed to:
  - protect the chain.
  - prevent riders from fouling their clothes.
  - protect riders against dirt, grease and debris.
  - increase the structural integrity of the frame.
6. Active lighting and reflectors – white front and red rear lights, powered by a hub dynamo or a lighting system that is equivalent or better.
7. Control module that allows for bicycle lighting system to remain illuminated for at least 60 seconds after the bicycle comes to a stop.
8. Front and rear lighting.
9. Pedals featuring white or yellow reflectors
10. Front and rear internal brakes.
11. Front mounted basket with bungee cord.
12. Adjustable seat that cannot be removed
13. Seat post marked with a numbered scale to help users remember their optimum setting.
14. Radio-Frequency Identification (RFID) tag or equivalent, which uniquely identifies each bicycle for easier maintenance.
15. Suitable for a wide range of riders.
16. Low center of gravity.
17. Bike and all components to weigh no more than 50 pounds
18. Rims – heavy duty, double-wall, anti-snake-bite design (to avoid pinch flat).
19. Tires designed for harsh urban bicycling: heavy duty puncture-resistant casing, security reflector band on each side.
20. Front and rear fenders and rear skirt
21. A bell capable of being used as a warning
22. Kickstand
23. Safety instructions, including bicycle rules, on the handlebars or stem cap, if



available.

24. System brand and/or sponsor two-color graphics on frame, rear wheel fender skirt and basket.

### **A.3 Station**

A "Station" shall be comprised of a Technical Platform on which at least one Terminal and one Dock are mounted. The Station shall be modular allowing for expansion of the system. The Station includes:

- A wireless Terminal where users, subscribers and occasional riders may carry out a wide range of transactions.
- A variable number of Docks where Bicycles are secured when not in use.

All components shall be seamlessly integrated into the Technical Platform and easily interconnected ("Plug and Play") without the need for excavation or preparatory work.

The Station shall be battery powered and solar charged and use wireless communications.

The battery powered, solar-charged station shall use a minimum of one battery to provide a constant supply of energy for the system. The electricity generated from the photovoltaic tube or panel shall be controlled by an internal power controller board (power hub to ensure continuity of operations).

### **A.4 Terminal**

The "Terminal" is the Station component where all communications shall be linked between the Bicycles, the Docks and the Bikeshare Call Center. The Terminal includes instructional decals (see Appendix 1) and a colored LCD display where users, subscribers and occasional riders may:

1. Carry out transactions to use the Bicycles
2. Obtain safety information.
3. Provide information in English and Spanish at a minimum.
4. Locate stations in the vicinity that have empty docks or available bikes

The Terminal shall also communicate with the operations management in real-time, indicating when stations are near empty or a repair is reported. A single Terminal shall be capable of supporting a station with up to 64 docks.

In addition to accepting Customer Key cards, terminal shall also be capable of accepting credit card payments.

The Terminal is made of composite material. The kiosk door integrates a gasket and gutter to manage water incursion and each component on the fascia has its own individual gasket seal. The Terminal is flood resistant to sixteen inches.

## **A.5 Dock**

The "Dock" is the module where Bicycles are parked and locked when not in use. It is also the point where subscribers can check in and check out a Bicycle by simply inserting a Customer Key, as more fully set forth below. Dock shall contain the following features:

1. Uniform "Plug and Play" modules to allow them to fit into the Technical Platform.
2. Easy to remove, replace, and repair.
3. Ability to report Breakdowns.
4. RFID reader compatible with Supplier's user fob.

Each Dock point consists of the following primary component pieces:

1. 1 x Cassette Assembly
2. 1 x Bollard
3. 1 x cable

## **A.6 Technical Platform**

The Technical Platform is the physical support onto which Terminals, Docks, and Map & Sponsorship Panel are mounted. As such, it is the base and hub for all electronic communications between a Terminal and the Docks.

The Technical Platform shall be of a "Drop and Go" design, portable and expand to accommodate as many as 64 Bicycles at a single Station. No construction, excavation, or site preparation is needed; no damage is done to the area where pavements are placed. In turn, this means the Docks are easy to install, maintain, relocate or even remove.

The Technical Platform should include jog-around bridging when necessary.

Examples of Technical Platform types are provided in Appendix 2.

## **A.7 Map & Sponsorship Panel**

At JC's discretion and subject to compliance with local sign code regulations, stations may include a two-sided Map & Sponsorship Panel with 38" x 60" tempered glass covered areas. The panels are fabricated from aluminum and glass, and allow for the easy installation and reinstallation of printed materials behind the glass display panel. One side will be used to provide wayfinding information for users of the bike share system, as well as the general public. The other side will allow for applicable sponsorship acknowledgement. Width and height dimensions and a design sample are included in Appendix 3.

## **A.8 Customer Key**

The Customer Key is an RFID-embedded key which takes the form of a fob. Upon registration, each annual subscriber shall be given a Customer Key which shall allow registered users to bypass the Terminal and go directly to a Dock and use a Bicycle.

To use a Bicycle a subscriber shall insert the Customer Key into a Dock with a Bicycle, and upon account validation, the Bicycle will be released from the Dock and ready for use.

## **A.9 Back-end Software and Computer Hardware**

The Back-end Software and Computer Hardware provide on-the-ground operators with tools for real-time management of the Dock system in order to facilitate maintenance, repair, and redistribution. The Dock system allows monitoring of the following conditions:

1. Accurate number of empty Docks and Bicycles available at any Station.
2. Functional status of Bicycles, wherein users may notify Bikeshare operations staff of Bicycle malfunctions upon returning a Bicycle to a Dock which in turn triggers a response from the back-end software.
3. Real time status of key Dock components, such as the communications devices, solar panels and electronics.
4. Traffic and usage patterns of Dock and Bicycles.
5. Real time priority redeployment needs of Docks and Bicycles at any Station in the system.

The Back-end Software and Computer Hardware will also generate all information required to support the reporting requirements set out in Section F.3 of Schedule F [*Reporting and Meeting Requirements*]:

## **SCHEDULE B**

### **SITE PLANNING SCOPE OF WORK**

Within 30 days of the Effective Date, Bikeshare will submit to JC the 125% System Station Map, proposing 44 station locations. The System Station Map will take into account confirmed and interested station sponsors as well as recommended locations as provided by JC and include station placement rationale and methodology, actual station physical location, owner of property, and parking impact. Station locations must be in proposed service area and should emphasize maximizing ridership across all demographics while minimizing operating costs and the loss of on-street parking revenue. Any station location proposed for private property must receive initial oral or written expression of interest from property owner. Bikeshare, in coordination with JC, will include either written or oral expression of interest from each private property owner with the 125% System Station Map.

JC shall give Bikeshare responses on the 125% System Station Map within 15 days of receipt. Within 15 days of JC' response, Bikeshare shall submit a Revised 125% System Station Map to JC.

Within 30 days of the Effective Date, Bikeshare will create an online crowd-sourcing map where the public can identify possible locations for bike share stations to be posted on Jersey City's website.

Within 60 days of the Effective Date (unless notice requirements for public meetings require additional time), JC and Bikeshare will hold up to 10 public open house meetings reaching out to both potential users (i.e. commuters, residents, workers, students, and visitors) and implementing stakeholders to receive input on potential issues and locations on the Revised 125% System Station Map. Within 10 days following the receipt of public input and the completion of public open house meetings, Bikeshare will submit the Recommended System Station Map that incorporates feedback from JC and public meetings.

JC shall give Bikeshare responses on the Recommended System Station Map within 15 days of receipt. Within 15 days of JC' response, Bikeshare shall submit a Final System Station Map to JC.

Within 100 days of the Effective Date, Bikeshare shall submit Site Plans for all locations on the Final System Station Map to permitting authorities. Bikeshare shall obtain rights and permissions for placement of 35 stations, and the right of Bikeshare to conduct work on property and for public access to the site, 24 hours a day, 365 days a year to use the system, including publicly and privately owned sites. Bikeshare shall maintain a current listing and record of Site Plans, Site

Permits, Site Agreements and fees paid. Upon request, Bikeshare shall submit these written agreements to JC.

JC agrees that stations will be sited using the following general principles:

**General Station Siting and Relocation Principles**

**1. Program Area and Station Locations/Density**

- a) 80% of all Stations are to be spaced no more than 1,600 feet apart.
- b) The target station density is 14 stations per square mile throughout the program area.

**2. Station Sizes**

- a) Absolute minimum station size is 12 docks.
- b) Desirable minimum station size is 19 docks.

## **SCHEDULE C**

### **SYSTEM STARTUP SCOPE OF WORK**

Bikeshare shall provide all necessary legal advice (for the operation of the Program not in representation of JC), resources and personnel to implement the following Scope of work for the System Startup.

#### Website & Mobile Application

Within 90 days of the Initial Equipment Purchase Order, Bikeshare shall create the registration page of the website. On the Go-Live Date, Bikeshare shall place a live station map on the website which accurately reports the location of stations, and bike and dock availability at all stations.

Bikeshare shall also create a Draft Privacy Policy and Draft Website Terms of Use for review by JC.

The Program's website will include, at a minimum, all of the following elements:

- eligibility requirements;
- subscription information and rate schedules;
- payment and subscription processing information;
- method for subscribers to update required information;
- subscriber agreement and acceptance of terms;
- map of network of Stations and real-time availability of at each Station;
- crowd-sourcing Map to allow web-site visitors to articulate Station locations and other preferences;
- Frequently Asked Questions;
- safety requirements and information (including malfunctions and crashes);
- news and operational updates;
- special events notices;
- links to other bike programs and events;
- Call Center contact information;
- any elements agreed by Bikeshare to be included in accordance with any approved Sponsorship agreements

Bikeshare will keep all information on the Program's website updated.

Bikeshare will also provide a bike share application for smartphone (Android and iPhone) users to identify the location of Stations on a map in real-time, display status of Station (availability of Bikes and Docks), availability of a specific Station and the ability to perform searches.

### Rental Agreements

Bikeshare shall provide a Draft Terms and Conditions for program membership and casual rider terms and conditions for review by JC.

### Warehouse and Vehicle Acquisition, Hiring and Training

Bikeshare shall acquire/rent an installations and operations headquarters appropriate to successfully install and operate the Program. Bikeshare shall hire and train all necessary employees to undertake successful installation and operation. Bikeshare shall purchase or lease all vehicles and equipment necessary to install and operate the system, making reasonable efforts to use environmentally friendly vehicles for bicycle redistribution and servicing.

## **SCHEDULE D**

### **STATION INSTALLATION AND RELOCATION**

#### **Station Installation**

Bikeshare shall install all Full Stations to make them Fully Functional in accordance with the approved Site Plan for each station.

#### **Station Relocation**

Bikeshare shall undertake up to five (5) station removals or relocations at the request of JC in any calendar year at no cost to JC. For any station removals or relocations at the request of JC in excess of five (5) in any calendar year, Bikeshare will do so at a fee of \$2,500/Station. All proposed station relocations in the public right-of-way shall require prior review and approval of a Street Use permit for the proposed new location.

Bikeshare shall undertake an unlimited number of station removals or relocations if such removals or relocations are for public safety reasons or are due to a request from the Police or other Emergency Services Department.

If Bikeshare wishes to remove or relocate a Station, it may do so, provided Bikeshare consults with JC in advance, gives JC reasons for removal or relocation and receives approval from JC in writing;

If a party other than JC or Bikeshare requests that Bikeshare remove or relocate a Station, Bikeshare will do so at a fee of \$5,000/Station provided JC approves the move and either JC or such other party pays for the cost of removal or relocation.

To the extent that above adds or removes Stations in the public right-of way subject to the City Permit, the City Permit and associated permit documentation will be obtained and updated accordingly.

#### **Interruption of Service (Incident Response)**

- (1) Intentional Interruption of Service. If, at any time, Bikeshare intends, or is required, to temporarily interrupt all or a portion of the service, for any reason beyond Bikeshare's reasonable control, including, without limitation, weather, safety, or other event or circumstance where continued service would be unsafe, unavailable, impractical, or impossible, then Bikeshare shall, if possible, contact JC by telephone and by email at least twenty-four (24) hours before the interruption of service and specifically describe the reason, proposed duration, Bikeshare's proposed actions to correct the cause of the



interruption (if possible), minimize the interruption, and Bikeshare's plans to resume service.

Bikeshare promptly shall notify the subscribers of the cause and expected duration of the proposed interruption of system service by posting notice on the website, via email, and smartphone app.

- (2) Unintentional Interruption of Service. If, at any time, a system malfunction or an event or circumstance occurs where continuous operation of the system or a Fully Functional Station within the system would be unsafe or unavailable for reasons beyond Bikeshare's reasonable control, and this causes or will cause a material interruption of service, then Bikeshare shall immediately contact the JC Rep by telephone and by email and specifically describe the reason, estimated duration, Bikeshare's proposed actions to correct the cause of the interruption (if possible), minimize the interruption, and Bikeshare's plans to resume service.

Bikeshare promptly shall notify the subscribers of the cause and expected duration of the interruption of system service by posting notice on the website, via email, and smartphone app.

In the case of both Intentional and Unintentional Interruptions of Service, Bikeshare shall be obligated to perform all necessary and appropriate acts to restart the service as soon as possible.

#### Inclement Weather (Snow Removal)

Bikeshare shall timely remove snow from all Stations when/if Stations are operational during a snowstorm within seventy two (72) hours after the end of the snowstorm. Bikeshare shall, at all times, ensure that each City's Engineering Department has the most up-to-date Station location map. Bikeshare may close and re-open the system due to weather and other events with prior notification to JC.

## **SCHEDULE E**

### **TIMELINE**

<b>Task Description</b>	<b>Completion*</b>
Site Planning Scope of Work	Within 100 days of the Effective Date
Initial Equipment Delivery Date	No later than 170 days from the Initial Purchase Order
Go-Live Date	No later than 200 days from the Initial Purchase Order
100% Operational Date	No later than 210 days from the initial Purchase Order

**\* All deadlines specified herein are subject to adjustment based on, if and as applicable, delays caused by Force Majeure, permitting process delays (e.g., delay in securing right-of way permits from JC engineering group), delays in securing licenses to locate stations on private property, delays due to the undesirability and impracticality of launching the system in winter, and postponements that are mutually agreeable to the Parties based on the best interests of the Program.**

## SCHEDULE F

### SERVICE LEVELS

#### F.1 General

- (a) The Service Performance Levels described in this Schedule set out the key metrics and the Column in the Table below entitled "Meets Expectations" sets out the minimum levels of those metrics for the Services.
- (b) The System Metrics are intended to measure and track the key public interest and public policy goal-oriented requirements that a first-rate public bike share system would meet or exceed.
- (c) The System Metrics relate to, by way of example only and without limitation: Equipment inspection and maintenance, Bicycle rebalancing, reporting, website & Call Center availability, cleaning, litter & graffiti removal, Station deactivation/removal, and inclement weather response.
- (d) Bikeshare and JC will revisit these service levels every six months for effectiveness and modify them as needed.

#### F.2 Equipment Maintenance, Repair, and Replacement

- (a) Bikeshare will follow and strictly comply with the Equipment manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all Equipment.
- (b) Bikeshare will endeavor to maintain all Equipment so that unscheduled repairs or replacements are minimized.

#### Service Levels

Service Level	Fails to Meet Expectations Standard	Meets Expectations	Exceeds Expectations
<b>On-Street Operations</b>			
Redistribution	<80%	80 to 95%	>95%
Ratio of bikes: docks as measured over a calendar month	<90% of the time ratio is between 40 and 50%	90 to 99% of the time ratio is between 40 and 50%	>99% of the time ratio is between 40 and 50%
Bikes checked each	<90%	90 to 99%	>99%

month			
Stations cleaned twice a month	<90%	90 to 99%	>99%
Graffiti removal	<90%	90 to 99%	>99%
<b>System Functionality</b>			
Fully Functional Stations	<90%	90 to 99%	>99%
Docks in operation	<95%	95 to 99%	>99%
<b>Customer Service</b>			
Average call answer time of 90 seconds	<80% of the time	80 to 99% of the time	>99% of the time
% of Memberships mailed within 5 business days	<90%	90 to 98%	>98%
% of Emails responded to or forwarded within 24 hours	<95%	95 to 98%	>98%
<b>Timelines</b>			
Finish Site Planning Scope of Work	>1 week after 100 days from the Effective Date	Within 1 week of 100 days from Effective Date	NA
Go-Live Date	>1 week after 180 days from the Initial Equipment Purchase Order Date	Within 1 week of 180 days from the Initial Equipment Purchase Order Date	NA
Fully Operational Date	>1 week after 210 days from the Initial Equipment Purchase Order Date	Within 1 week of 210 days from the Initial Equipment Purchase Order Date	NA

#### F.4 Definitions of Each System Metric and Expectation

Bikeshare will notify the JC Rep in writing within 24 hours of Bikeshare's discovery that any Expectation will not or is likely to not meet the "Meets Expectations" level.

##### On-Street Operations

1. *Redistribution*: Percent of time when a specific station is either full or empty, using only hours between 6AM and 10PM. This service level is waived for the first three months of operations to allow Bikeshare to learn patterns.
2. *Ratio of bikes:docks*: The data for bike:dock ratio shall be recorded daily throughout the month. The bike:dock ratio shall be between 40 and 50% throughout the month. This metric is measured by the % of days when the bike:dock ratio is either below or above this range divided by the number of days in the month. This service level will be waived December through March.

3. *Bikes checked each month:* The % of bikes in the Program Fleet that have undergone the Monthly Bicycle Maintenance Check:

- a. Check tire pressure, and add air as may be needed, to recommended Pounds per Square Inch measurement;
- b. Check tightness of handlebars, headset bearings, and full handlebar range of motion (left to right);
- c. Check tightness of seat, seat post quick-release, and see that seat post moves freely in full range of motion (up and down);
- d. Check brake function (front and rear);
- e. Check grips for wear and brake levers for tightness and damage;
- f. Check bell for tightness and correct function;
- g. Check handlebar covers for damage and instruction stickers;
- h. Check front basket for tightness and damage, and check bungee cord for wear;
- i. Check for correct gears and shifter function through all gears;
- j. Check fenders (front and rear) for damage, and clean outside of fenders;
- k. Check tires (front and rear) for damage or wear;
- l. Check wheels (front and rear) for trueness, broken or bent spokes and hub or axle tightness;
- m. Check LED lights (front and rear) for function;
- n. Check reflectors on wheels, seat and basket, to if they are present, clean and undamaged;
- o. Check pedals and cranks for tightness;
- p. Lubricate and clean chain and check chain tensioner for correct function;
- q. Check kickstand for correct function; and
- r. Brief test ride to ensure overall correct function of Bicycle.

4. *Stations cleaned twice a month:* Percent of Stations that are cleaned every twice per month. Clean all visible dirt, ink, paint, litter or any other substance on the Equipment and within 2 feet of the perimeter. Station cleaning will also include, but is not limited to, the following tasks:

- a. Check Terminal functionality including transactions and communications;
- b. Check all communications systems including, but not limited to, the Terminal-Dock and the Terminal-Central Computer System;
- c. Check each of the Dock's functionality including but not limited to locking mechanism, cassette and keypad;
- d. Wipe down Station and all interfaces (screens, keypads, map and ad panels, etc.) with cleaner;
- e. Assure drainage areas adjacent to Station are clear of litter and debris; and check physical Station connections

5. *Graffiti removal* - % of instances in which graffiti is removed per the qualifications below, as timed from database-recorded time of reporting to database-recorded time of resolution. Graffiti removal will only occur between 6AM and midnight.

Graffiti that qualifies as hate/racist graffiti, or is located in a high profile location will be considered urgent and will have separate requirements for response time, as described below.

- a. **Hate/Racist Graffiti – Removed, or employing commercially reasonable efforts to remove, by Bikeshare within 4 hours of notification or discovery**

Graffiti which can reasonably be perceived to be motivated by hate, prejudice or bias against an identifiable group or person based on race, national or ethnic origin, language, color, religion, sex, age, mental or physical disability, sexual orientation or any other similar factor. In cases where Bikeshare is unsure whether an instance of graffiti qualifies as hate/racist, JC will have final determination. Bikeshare will document all hate and racist graffiti by photo before it is removed.

- b. **Other – Removed, or employing commercially reasonable efforts to remove, within 72 hours of notification or discovery**

All other graffiti that is not considered hate/racist.

### **System Functionality**

1. *Fully Functional Stations* – % of total time during a month which stations are Fully Functional, calculated by taking the total number of hours that Stations were not Fully Functional, with a part of an hour rounding to an hour divided by the total station-hours in a month (number of stations times number of hours in a month), using only hours between 6AM and midnight. This calculation should subtract out any hours where Stations were not Fully Functional due to theft, vandalism, telecommunications provider issue, or a full system software update.
2. *Operational Docks* (a Dock that can accept bicycles and lock them; and release bicycles when a valid member key or a valid 3-digit PIN is introduced) - % of total time during a month which docking points are operational, calculated by taking the total number of hours that Docks were not operational, with a part of an hour rounding to an hour divided by the total dock-hours in a month (number of docks times number of hours in a month), using only hours between 6AM and 10PM. This calculation should subtract out any hours where Docks were not operational due to a

full system software update.

3. *Website* must be fully functional. This includes, but is not limited to, the ability to: process transactions; provide real-time data and map; and provide subscriber account information, such as rental histories.

### **Customer Service**

*% of Calls answered in 90 seconds* - Percent of calls that are answered within 90 seconds by a customer service agent when the caller requests to speak to a person

2. *% of Memberships mailed within 5 business days* - Percent of Membership packets placed in the mail within 5 business days of online registration payment. This requirement will be waived until 1 week before the Go-Live date.
3. *% of Emails responded to or forwarded within 24 hours* -- Percent of customer emails responded to or forwarded to Bikeshare within 24 hours, not including auto-replies.

### **F.8 Temporary Relaxation and Adjustment of System Metrics**

- (a) Bikeshare and JC will meet periodically to review the relevance and effectiveness of the System Metrics and Expectations. For example, where Bikeshare has (or has not) exceeded the "Minimum # of Bikes Deployed" System Metric by more than 5% for two winters in a row the parties will adjust the System Metrics accordingly to more closely reflect the seasonal nature of customer demand and operating costs.
- (b) Bikeshare will not be required to meet the rebalancing metrics for the first 6 months following the Go Live Date.

## SCHEDULE G

### JC REQUEST FOR PROPOSAL AND BIKESHARE RESPONSE

[Attach JC RFP and Bikeshare response]



## SCHEDULE H

### REPORTING REQUIREMENTS

#### **H.1 Must Report all Unusual Events/Emergencies/Notices of Default**

- (a) Bikeshare shall notify JC via email or telephone within 24 hours of its awareness of large scale targeted vandalism.
- (b) Bikeshare will immediately report all emergencies and Force Majeure events pursuant to Section 20.
- (c) In the event that Bikeshare receives either a notice of default from the Supplier, or any other party to a material contract affecting the Program, Bikeshare will notify JC and supply a copy of the notice within 5 Days of receipt or earlier depending on the applicable response period set out in such notice in order to give JC a reasonable period of time to respond to Bikeshare or such notice.
- (d) Bikeshare shall notify JC of any new or ongoing litigation.

#### **H.2 Regularly Scheduled and Required Reports**

Bikeshare will be required to report information on a regular basis, as delineated below:

##### **(a) Monthly Reports**

On a monthly basis within 30 days after the end of month to which the report applies, Bikeshare shall provide final reports that include the information and detail listed below:

##### **Performance Metrics**

- All data related to Performance metrics included in *Schedule F: Service Levels*

##### **Membership**

- Year to Date (YTD) count of active registered members by type at the end of the reporting month
- YTD count of unique casual memberships initiated at the end of the reporting month

- Number of new members by type and zip code who signed up during the reporting month
- Number of cancellations and/or expirations of registered members by type during the reporting month

#### Ridership

- Trips per day by member type
- Total trips per month and YTD per member type
- Average number of trips per day of week and hour of the day for weekdays and weekends during the reporting month

#### Rebalancing Operations

- Number of bikes rebalanced per day
- Bikes in service per day
- List of full/empty instances (station, start time, end time, date)
- Percentage of time stations are Normal, Full, Empty

#### Station Maintenance Operations

- Number of active Stations
- List of all Station malfunctions (site, start/end date/time, event)
- List of all dock malfunctions (site, start/end date/time, event)
- Percentage of time each Station was available to provide rentals for all membership types by Station
- System wide average for percentage of time Stations were available to provide rentals for all membership types

#### Bicycle Maintenance Operations

- Count of bikes checked per day/month
- Count of bikes repaired per day/month

#### Incident Reporting

- List of all incidents (crash, vandalism, theft, police action) with dates, locations, and summary of outcomes

#### Vandalism Reporting

- Type of equipment (e.g., bicycles, station kiosk, sponsorship panel)
- Station location, if applicable

## Customer Service Reporting

- Number of calls/emails received by call/email type and total
- Average time to answer call for the month and YTD
- Number of calls unanswered per day for the month
- Average time of call for the month and YTD
- First call resolution percentage for the month and YTD
- Five top customer service issues during the month and YTD

## Customer Outreach

- Web site analytics
- Mobile app analytics
- Facebook/Twitter posts count and summary

### H.3 Authorized Representatives

#### (a) Bikeshare's Rep

Bikeshare, with JC approval, will designate a full-time employee ("**Bikeshare's Rep**") to oversee its daily operations, and who will act as Bikeshare's contract administrator for the Program and serve as Bikeshare's primary point-person with JC. Bikeshare's Rep will have the requisite amount of experience in operating, managing, and maintaining programs similar to the Program. Bikeshare's Rep will be accessible to JC at all reasonable times during Business Hours, to discuss the management, operation and maintenance of the Program, and within a reasonable time frame during non-Business Hours in the event of an emergency.

As of the Effective Date, Bikeshare's Rep and contact information is as follows:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### (b) JC's Rep

JC will have a contract administrator for the Program who will serve as JC's primary point-person ("**JC Rep**") with Bikeshare. The JC Rep will be accessible to Bikeshare at all reasonable times during Business Hours, to discuss the

management, operation and maintenance of the Program, and within a reasonable time frame during non-Business Hours in the event of an emergency.

As of the Effective Date, the JC Rep's name and contact information is as follows:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**(c) Representatives for Designated Notices and Formal Notices of Default, Force Majeure, and Material Notices**

For all Notices which are not routine contract administration communications or require the notification of specific Personnel, the following Personnel must be included as appropriate:

For JC:

For Bikeshare:  
CEO  
Jersey City Bikeshare General Manager

## **SCHEDULE I**

## **CITY PERMIT**